



# ADDENDUM No. 1



## TENDER FOR PROVISION OF SERVICES WITH 100 FULLY ELECTRIC BUSES ON A SERVICE-BASED MODEL IN MULTAN

1. This is with reference to the tender notice for project titled “**Provision of Services with 100 Fully Electric Buses on a Service-Based Model in Multan**” which was initially appeared on 15<sup>th</sup> March, 2026 vide Advertisement No. IPL-2677 in the national newspapers (Express Tribune, Jang, Dunya, City 42, Aftab & Sang-e-Meel).
2. The dates of e-Bids submission and opening are hereby amended as under: -

Bid Submission		Bid Opening	
Existing Date & Time	Revised Date & Time	Existing Date & Time	Revised Date & Time
6 <sup>th</sup> April 2026 1500 Hours PST	23 <sup>rd</sup> April 2026 1500 Hours PST	6 <sup>th</sup> April 2026 1530 Hours PST	23 <sup>rd</sup> April 2026 1530 Hours PST

3. Revised/updated Tender Document can be downloaded from the PMA website ([www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)), PPRA website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and PPRA e-Pak Acquisition and Disposal System (e-PADS).
4. All interested firms are required to register themselves by visiting the [link \(https://punjab.eprocure.gov.pk\)](https://punjab.eprocure.gov.pk) established by PPRA and become a registered supplier under e-PADS.
5. The PMA reserves the right to cancel the tendering process at any stage prior to the acceptance of bid

**All other terms and conditions are same**

**Executive Director-I (Operations), PMA**

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# NOTICE OF ADDENDUM NO. 1

Due to certain clarifications and revisions required in the Request for Proposal (RFP) document, the following Addendum is hereby issued. This Addendum shall be deemed to form an integral part of the original document titled “**Provision of Services with 100 Fully Electric Buses on a Service-Based Model in Multan,**” which was issued and uploaded on **15<sup>th</sup> March 2026**.

All bidders and interested parties are advised that the **revised RFP (Version 1)** has been prepared incorporating the necessary amendments, clarifications, and updates. For the convenience of the readers, all modifications have been **clearly highlighted in yellow** within the document.

The **Revised RFP (Version 1)** shall **supersede and replace all previous versions** of the RFP document issued prior to this Addendum. Accordingly, bidders are required to refer only to the **Revised RFP (Version 1)** for the purpose of preparing and submitting their proposals.

The main highlights of the updates are provided as under:

1. The bid submission time is **1500 Hours (PST), 23<sup>rd</sup> April, 2026**.
2. Clause references where required have been corrected.
3. Revenue means the amount collected by the AFC-BSS Service Provider as the Fare Revenue.
4. The bidder is required to clearly quote a brand for the Bus along with the OEM details and provide any additional information, such as the Product ID, specification sheet, or product variant/new concept.
5. Bus Depot along with dedicated MEPCO electric connection to the meter point will be provided by PMA. Further, backup diesel generators for bus charging operations in the event of outage of MEPCO electricity shall also be provisioned by PMA in the Depot.
6. The Operator shall ensure uninterrupted charging operations. The specified number of chargers is indicative; the Operator shall, at its own cost, provide any additional chargers or infrastructure as required.
7. Requirement to bring 25 additional units in the first year has been deleted.
8. OEM shall have supervisory role in first 2 years instead of exclusive responsibility of maintenance of Buses.
9. In case of accident / breakdown, the Operator shall be responsible for removing the Bus from the site to clear the roadway.
10. Installation of up to 25 stickers per Bus.
11. The successful bidder shall be responsible for the security and safety of Depot. The Operator shall, at its own cost, fully operate, manage, and maintain the Depot throughout the Contract Period, including civil works, equipment, and machinery.
12. Lender step-in-rights have been added.

13. The cost of electrical utility bills and the actual cost of diesel consumed in the backup diesel generator for charging operations (in the event of MEPCO power outage) shall be reimbursed along with monthly invoices.
14. Typo-errors have been corrected in clause 30, Performance Security.
15. The compensation in case of Termination for Convenience shall be based on recovery of investment cost quoted by the bidder.
16. Minor revisions have been made to Sections 2.1(A), 7.4, 8.3, 10.1 and 11.5 of Annexure-D (Specifications for 9m Electric Bus).
17. The paragraph 3 of the "Note" under the Technical Evaluation Criteria has been slightly updated by adding Evaluation Criteria No.3.
18. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in this Form Tech-4 worked out as follows:
  - a. The exchange rates for conversion will be sourced from xe.com.
  - b. For assets and liabilities, exchange rate of closing date of Balance Sheet will be used.
  - c. For Income Statement, the average of the exchange rates for the relevant year will be used.
19. In case of foreign firms, Power of Attorney's declaration, affidavits and undertakings will be on letterhead signed by authorized person bearing company stamp.
20. The RV shall be adjusted from each monthly invoice as per the formula - Monthly Adjustments of RV = (RV/144).
21. FIN-3 has been modified for further clarity. The Investment Rate to be distributed in 5 or more number of years. The Investment Rate for any contract year shall not exceed a variation of  $\pm 10\%$  over the preceding contract year in first 5 years. A separate table to provide breakup of RV has been added.

# REVISED RFP (VERSION 1)

## TENDER DOCUMENT

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### PROVISION OF SERVICES WITH 100 FULLY ELECTRIC BUSES ON A SERVICE-BASED MODEL IN MULTAN

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

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URL: [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)



**MARCH 2026**

## **Important:**

**Registered companies and Joint Ventures complying with criteria given in this document are eligible for this tender, hereafter referred to as Bidders.**

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

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## 1. INVITATION TO BID

Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for the Tender for “**PROVISION OF SERVICES WITH 100 FULLY ELECTRIC BUSES ON A SERVICE-BASED MODEL IN MULTAN**”. The Tender Number is PMA-TNDA-MFR /01/2026

### 1.1. Tender Reserve Price

The Reserve Price for this Tender is **PKR 20,918,536,024 (20,918.54 in millions)** excluding Sales Tax on Services. The estimated Contract Price is for a period of 12 years and shall remain subject to adjustments as per provisions in the Contract during such period.

### 1.2. PPRA Rules to be followed

Punjab Procurement Rules 2014, as modified from time to time, will be strictly followed. These may be obtained from PPRA’s website:

<https://ppra.punjab.gov.pk/downloads>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

### 1.3. Mode of Advertisement(s)

As per Rule 12, this Tender is being placed online at EPADS, PMA’s and PPRA's websites, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites <http://punjab.eprocure.gov.pk>, <http://pma.punjab.gov.pk> and <http://ppra.punjab.gov.pk>.

### 1.4. Method of Bid Submission

Bids shall be submitted exclusively through the e-Pak Acquisition & Disposal System (EPADS) online platform. Bidders are required to upload their bids on EPADS, and no hard copy of the bid shall be submitted directly to the Procuring Agency, except for the documents specified in this RFP.

### 1.5. Type of Tender

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

### 1.6. Type of Open Competitive Bidding

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

- i. The bid shall comprise of a single package containing TECHNICAL PROPOSAL and FINANCIAL PROPOSAL.
- ii. Initially, only the TECHNICAL PROPOSAL shall be opened on EPADS at the given date, time and venue.

- iii. The TECHNICAL PROPOSAL will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- iv. During the technical evaluation no amendments in the technical proposal shall be permitted;
- v. The FINANCIAL PROPOSAL of technically qualified bidders shall be opened on EPADS at a time, date and venue announced and communicated to the bidders in advance;
- vi. The technically qualified bidder with lowest financial bid will be the successful bidder.
- vii. PMA will invite the successful bidder to enter into an Agreement.

## 2. BIDDING DETAILS (INSTRUCTION TO BIDDERS)

- 2.1. All bids must be accompanied by a Call Deposit Receipt (CDR), Demand Draft / Pay Order/ Bank Guarantee of PKR 5,000,000 (Five Million Rupees Only) as Tender Security as part of e-bid in favor of “**MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT**” issued by a scheduled bank allowed carrying financial transactions in PAKISTAN (As per provisions of Bid Security Clause 21 of this document).
- 2.2. All interested bidders are required to register themselves by visiting the following link established by PPRA and become a register supplier under e-procurement system.  
<https://punjab.eprocure.gov.pk>
- 2.3. After registering on e-procurement system, the potential bidders are required to familiarize themselves with e-PADS which will be the only portal for submission of e-bids.
- 2.4. All bidders are encouraged to carefully study the e-procurement notification No. MMD(PPRA)50-BOM/2024 dated 6<sup>th</sup> March, 2024 to successfully submit their e-bids by uploading PDF Files in EPADS against the subject tender of PMA.
- 2.5. The e-bids (complete in all respects) must be submitted on EPADS latest by **1500 Hours PST on ~~6<sup>th</sup> April, 2026~~ 23<sup>rd</sup> April, 2026**. Physical Bids received through courier service or delivered by the bidder, shall not be accepted. **The bidder must submit original Bid Security Instrument, Undertakings & Affidavits in an envelope clearly marked** with the Tender Name, Bidder Name, Bidder Address and Bidder Phone Number in the office of the Punjab Masstransit Authority located at 5<sup>th</sup> floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before bid submission timeline, in addition to the soft copy uploaded on the EPADS.
- 2.6. Any late e-bid submission due to technical glitch on EPADS shall be declared late and rejected.
- 2.7. The Technical Proposals of e-bids will be opened on the EPADS in the **Committee Room of the Punjab Masstransit Authority, 5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP), at 1530 Hours PST on ~~6<sup>th</sup> April, 2026~~ 23<sup>rd</sup> April, 2026**. The Financial Proposals will remain unopened

on the EPADS until the specified time of their opening.

- 2.8. The Punjab Masstransit Authority shall hold a **Clarification meeting at 1400 Hours PST on 26<sup>th</sup> March, 2026**; in the **Committee Room, Punjab Masstransit Authority, 5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN**. The bidders in case of any queries for seeking clarifications may send their queries in writing on EPADS or via e-mail at the contact details provided in this section by **27<sup>th</sup> March, 2026**. Clarification Meeting will serve as an interactive session with the objective of providing clarity of the Tender Document to the prospective bidders. The potential bidders may raise queries during this session, however, only those responses that are made in writing by the Procuring Agency against the queries received in writing by the said closing date shall be considered as final. All queries received in writing shall be responded within due time. No query shall be responded if received after the closing date. The minutes of Clarification Meeting shall be considered as part of this RFP.
- 2.9. The bidder must submit e-bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. Alternative e-bids will not be considered.
- 2.10. The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of e-bids. As authority competent to accept the tender, Client reserves the right to cancel the tender, or reject all e-bids prior to acceptance of e-bid as per PPRA Rule 35.
- 2.11. **The Contact detail for all correspondence in relation to this Tender is as follows:**  
**Email:** muhammad.yasin@pma.punjab.gov.pk  
**Punjab Masstransit Authority**  
5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP),  
Lahore, PAKISTAN

### **3. DEFINITIONS**

- 3.1 “**AFC-BSS**” Automated Fare Collection and Bus Scheduling System.
- 3.2 “**Applicable Laws**” means the federal, provincial and local laws of Pakistan and laws of any other relevant jurisdiction, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by any competent entity pursuant thereto, as any of them may be amended from time to time.
- 3.3 “**Applicable Standards**” mean the standards, requirements and criterion applicable to the performance of the Operator’s Obligations as contained in the Applicable Laws; Contract, operation and maintenance manuals and prudent industry practices.

- 3.4 **"Clarification Meeting"** means the meeting conducted by the Procuring Agency on given date and time prior to actual date of e-bid opening.
- 3.5 **"Client/Procuring Agency"** means Punjab Masstransit Authority (GoPb).
- 3.6 **"Confirmation"** means confirmation in writing.
- 3.7 **"Contract"** means the contract proposed to be entered into between the Procuring Agency and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.8 **"Contract Kilometers"** means categories of kilometers defined under the Contract as under:
- i. **"Guaranteed Kilometers"** means a minimum guarantee of average 60,000 kms / bus / year to be paid at Non-Excess Kilometer rate.
  - ii. **"Deficient Kilometers"** means annual kilometers that fall short of the Total Guaranteed Kilometers i.e. Guaranteed Kilometers x Fleet Size in a year, excluding any shortfall attributable to the Operator's non-performance, and for which payment is made in accordance with the mechanism specified in the Contract.
  - iii. **"Revenue Kilometers"** means kilometer travelled during operations when trips are scheduled for boarding and alighting of passengers as per assigned schedule or directions from Control Room. Dead mileage shall be considered as Non-Revenue Kilometers.
  - iv. **"Dead Mileage / Non-Revenue Kilometers"** means kilometer travelled when trips are not scheduled for boarding and alighting of passengers. The examples of Dead Mileage are;
    - a) Kilometers travelled from Depot Exit to Route terminal on the route assigned in the schedule to start daily passenger services.
    - b) Kilometers travelled from Route terminal to Depot Entrance on the route assigned in the schedule after completing daily passenger services.
    - c) Kilometers travelled outside of normal operational situations, as directed by the Control Room.
    - d) Kilometers travelled from Route or Terminal to Depot in case of any maintenance work / charging / breakdown during operations.
    - e) Kilometers travelled by an empty bus which is unable to board passengers during operations due to any reason whatsoever.
    - f) Kilometers travelled that are unassigned by the Client.

- g) Kilometers travelled in violation of the schedule or conditions/instructions of the schedule.
  - v. **"Payable "Dead Mileage / Non Revenue Kilometers"** means those Dead Mileage / Non Revenue Kilometers as defined in Section 3.8 (iv) (a), (b) & (c) which will be paid according to the conditions of Contract.
  - vi. **"Non-Payable "Dead Mileage / Non-Revenue Kilometers"** means those Dead Mileage / Non Revenue Kilometers as defined in Section 3.8 (iv) (d), (e), (f), (g) which will be not be paid according to the conditions of Contract.
  - vii. **"Penalty Kilometers"** means cumulative kilometers for each month which will be fined due to lapses and non-conformances as per Service Level Agreement (Annexure-B). The fines shall be computed as per Service Level Agreement and deducted from monthly payments.
  - viii. **"Non-Excess Kilometers"** means kilometers plied in a day up to 16,438.356 kilometers calculated by the formula as (Guaranteed Kms i.e. 60,000)/ Estimated scheduled operational days in a year i.e. 365) x (Fleet Size i.e. 100) to be paid at Non-Excess Kilometer rate.
  - ix. **"Excess Kilometers"** means kilometers plied in a day exceeding the Non-Excess Kilometers to be paid at Excess Kilometer Rate.
- 3.9 **"Contract Price"** means the price payable to the Operator under the Contract for the full and proper performance of its contractual obligations.
- 3.10 **"Currency"** means the monetary unit in which payments to the Operator shall be made, which shall be Pakistani Rupees (PKR).
- 3.11 **"Defects or Deficiencies"** means any obligations forming part of Operator's obligations, that fail to conform to the Applicable Standards in any manner (including any services, performance, materials, design, execution, engineering and/ or workmanship in respect of such obligations and services); and any grammatical forms of such terms shall be construed accordingly.
- 3.12 **"Excess Kilometer Rate"** means bid rate for excess kilometers subject to adjustments as per Annexure-C.
- 3.13 **Non-Excess Kilometer Rate"** means bid rate for non-excess kilometers subject to adjustments as per Annexure-C.
- 3.14 **"GoPb"** means Government of the Punjab.
- 3.15 **"GoP"** means Government of Pakistan.

- 3.16 **“PMA”** is a **Punjab** Masstransit Authority, established by the Government of Punjab.
- 3.17 **“Procurement Methods”** means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.
- 3.18 **“Proposal”** means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- 3.19 **“RFP”** means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- 3.20 **“Revenue”** means (as applicable) the amount collected by the ~~Operator~~ **AFC-BSS Service Provider** as the Fare Revenue.
- 3.21 **“SBD”** means Standard Bidding Documents.
- 3.22 **“SCC”** means the Special Conditions of Contract.
- 3.23 **“Services”** means the tasks to be performed by the bidder pursuant to the Contract.
- 3.24 **“Service-Based Model”** means the business model under which the Bus Operator provides the Buses, Chargers or any other allied facility using its own investment and delivers the Services, with compensation determined by the number of kilometers operated.
- 3.25 **“Bus”** means the vehicle that conforms to the specifications outlined in Annexure-D, procured, operated and maintained by the Operator under the Service-Based Model, for the purposes of this Project, with ownership remaining vested in the Bus Operator at all times.
- 3.26 **“Bus Operator, Operator” or “Successful Bidder”**: The one technically qualified bidder with lowest financial bid, who has the probability of award of Contract, subject to necessary approvals and applicable policies.
- 3.27 **“Bus Breakdown”** means an event in which a Bus encounters a failure in its system making it incapable of continuing its scheduled trip and leading to disembarking of passenger(s). For the purposes of performance measurement, the distance travelled by the Bus up to the point of breakdown shall be considered.
- 3.28 **“Bus Chargers or Chargers”** shall mean slow and fast chargers procured, installed, tested, commissioned, operated and maintained by the Operator under the Service-Based Model, that conform to the specifications outlined in Annexure-D for the purposes of this Project, with ownership remaining vested in the Bus Operator at all times.
- 3.29 **Bus Depot" or "Depot"** means the facility developed and provided by the Client and made available to the Bus Operator for its upkeep and maintenance during the Contract Period for the purposes of parking, operation, charging (where applicable), servicing, and maintenance of

the Buses deployed under this Contract. The Depot shall include land, civil, electrical & mechanical works, equipment / machinery installed and any other component which is developed as part of the facility.

- 3.30 “TEC” means the Tender Evaluation Committee, constituted for the purpose of evaluating the Proposals received.

#### **4. HEADINGS AND TITLES**

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

#### **5. NOTICE**

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

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

#### **6. TENDER SCOPE**

Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as “the Tender”) for the provision of services with 100 fully electric buses on a service-based model in Multan as per requirements set forth in this document.

#### **7. BUS MAKE/BRAND**

The bidder is required to clearly quote a brand for the Bus. The quoted Brand must meet the specifications prescribed in the bidding document. **Mentioning the Brand shall imply that the bidder shall specify at least the name of the Original Equipment Manufacturer (OEM). Additional information shall include the Product ID, accompanied by a standard specification sheet if available, or details of a variant of a specific product, or a new product conceptualized for the tender.**

## 8. OVERVIEW AND OBJECTIVES

PMA is actively engaged in implementing the vision of the Chief Minister through the provision of modern, sustainable, and environment-friendly transport facilities across Punjab. The Chief Minister's T-30 Vision is anchored on five key pillars: improved access, de-carbonization, road safety, enhanced customer experience, and institutional reforms.

Multan is the 3<sup>rd</sup> largest city in the Province Punjab. It is located on National Highway (N-5) leading to Bahawalpur and Muzaffargarh / Dera Ghazi Khan enroute to Karachi. The city lies east of Chenab River, more or less in the geographic center of the country, at a distance of about 966 km from Karachi. GoPb realizes the importance of providing safe, efficient, comfortable, and affordable transport to the public. The Client seeks to induct 100 Brand New 9m AC fully electric buses for Multan Feeder Routes. The prospective investors/operator will procure, operate, and maintain buses for 12 years.

## 9. CONTRACT TYPE AND DURATION

Contract will be for a period of 12 Years from commencement of operations. The duration may be extended based on running condition of buses as mutually agreed between the Parties.

**Sponsorship of Operation:** Punjab Masstransit Authority– GoPb

**Technical Evaluation:** Punjab Masstransit Authority, GoPb.

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

## 10. CLIENT'S OBLIGATIONS

- 10.1. Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 10.2. Follow PPRA Rules 2014, as revised from time to time, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 10.3. Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document.
- 10.4. Establish an Operation Control Center for operation of the system. The Control Centre may at its discretion change or cancel the assigned operation/schedule/trip (s).
- 10.5. Provide a dedicated Depot with electricity connection at the Depot, including transformers up to the electricity meter point. The Client shall further ensure provision of diesel generators to supply backup power at the Depot including 1000 KVA Genset (01 in number) and 300 KVA Genset (01 in number). In addition, the equipment / machinery which shall be made available at and considered part of the Depot will include but not limited recycling plant, centrifugal pumps, turbine pumps, submersible pumps, solar plant (1MW), fire-fighting

equipment, fuel reservoir and allied items. The Client shall hand over to the Operator the Depot before the Commencement Date, comprising all civil works, utilities, equipment and machinery installed therein. A joint inspection shall be carried out at the time of handover, and a detailed inventory and condition report (“Handover Report”) shall be signed by both Parties.

- 10.6. Reimburse the Bus Operator for cost of monthly electricity bills and Genset fuel consumed in operating the Bus Chargers from the date of commencement of operations. Reimbursement claims shall be processed upon receipt of supporting documentation along with payments of monthly operational invoices.
- 10.7. Provide the Operator with access to the e-Transit Punjab Software, a proprietary system developed by the government of Punjab, for the purpose of recording and analyzing operational data and utilizing the same for payment calculations against kilometers plied. Provide necessary trainings to Operator’s staff through Punjab Information Technology Board (PITB) for usage of e-Transit Punjab Software.
- 10.8. Make monthly payments to the Operator against kilometers plied which will be computed on the bases of successfully completed scheduled / assigned trips recorded through e-Transit Punjab Software. The daily kilometers will be categorized into Non-Excess Kilometers and Excess Kilometers for computation of payments using the defined rates. The adjustment to cost matrix will be made as per changes in cost matrix and indication mentioned in agreement.
- 10.9. Ensure that a reconciliation of the Guaranteed Kilometers and their payment at the Non-Excess Rate is performed every 12th invoice cycle. This shall be based on a table that provides a monthly breakdown of the following data from commencement till end of the relevant year:
  - Non-Excess Kilometers
  - Excess Kilometers
  - Total Guaranteed Kilometers (calculated as Guaranteed Kilometers x Fleet size) distributed evenly across each month
  - Deficient Kilometers (calculated as the difference between monthly distributed Guaranteed Kilometers and Non-Excess Kilometers, where the latter is less than the former)

10.10. The underlying principle of reconciliation is to exhaust all available plied Excess Kilometers by converting them to Non-Excess Kilometers in order to compensate the Deficient Kilometers. For each month of the year under consideration, reconciliation shall be carried out step-wise by treating the Deficient Kilometers (if any) as under:

i. If Excess Kilometer  $_{(instant\ month)}$  is  $\geq$  Deficient Kilometers  $_{(instant\ month)}$  then

a. Excess Kilometer equal to Deficient Kilometers will be converted into Non-Excess Kilometers resulting into modifications as under;

$$\text{Adjusted Excess Kilometers }_{(instant\ month)} = \text{Excess Kilometer }_{(instant\ month)} - \text{Deficient Kilometers }_{(instant\ month)}$$

$$\text{Adjusted Non-Excess Kilometers }_{(instant\ month)} = \text{Non-Excess Kilometers }_{(instant\ month)} + \text{Deficient Kilometers }_{(instant\ month)}$$

b. Payment against Deficient Kilometers  $_{(instant\ month)} = \text{Deficient Kilometers }_{(instant\ month)} \times (\text{Non-Excess Kilometer Rate }_{(instant\ month)} - \text{Excess Kilometer Rate }_{(instant\ month)})$

c. After adjustments, Deficient Kilometers  $_{(instant\ month)}$  will be considered zero.

ii. If Excess Kilometer  $_{(instant\ month)}$  is  $<$  Deficient Kilometers  $_{(instant\ month)}$  then

a. All Excess Kilometers if  $> 0$  will be converted into Non-Excess Kilometers resulting into modifications as under;

$$\text{Adjusted Excess Kilometers }_{(instant\ month)} = 0$$

$$\text{Adjusted Non-Excess Kilometers }_{(instant\ month)} = \text{Non-Excess Kilometers }_{(instant\ month)} + \text{Excess Kilometers }_{(instant\ month)}$$

$$\text{Remaining Deficient Kilometers} = \text{Deficient Kilometers }_{(instant\ month)} - \text{Excess Kilometers }_{(instant\ month)}$$

b. For Remaining Deficient Kilometers of the instant month, Excess Kilometers of other months will be considered in chronological order starting from the month of commencement of operations for conversion to Non-Excess Kilometers  $_{(instant\ month)}$  and for arriving at Adjusted Non-Excess Kilometers  $_{(instant\ month)}$  and Adjusted Excess Kilometers  $_{(source\ month)}$ . The process shall be repeated till Deficient Kilometers  $_{(instant\ month)}$  becomes zero or all available Excess Kilometers of other months are exhausted whichever comes first

c. Payment against Deficient Kilometers  $_{(instant\ month)} = A + \sum_{k=1}^n B_k$

Where;

$$A = \text{Excess Kilometers}_{(\text{instant month})} \times (\text{Non-Excess Kilometer Rate}_{(\text{instant month})} - \text{Excess Kilometer Rate}_{(\text{instant month})})$$

$$B = \text{Excess Kilometers}_{(\text{source month})} \times (\text{Non-Excess Kilometer Rate}_{(\text{instant month})} - \text{Excess Kilometer Rate}_{(\text{source month})})$$

- d. After adjustments, Deficient Kilometers<sub>(instant month)</sub> will be considered zero.
- iii. If Excess Kilometers<sub>(instant month)</sub> = 0 then steps in sub-clause (ii)(b), (ii)c & (ii)d will be followed with value of A as zero
- iv. If after following steps in sub-clauses (i), (ii) & (iii), the Deficient Kilometers of instant month still remains, then;
  - a. Payment against Deficient Kilometers<sub>(instant month)</sub> = Deficient Kilometers<sub>(instant month)</sub> x (Non-Excess Kilometer Rate<sub>(instant month)</sub> – Sum of per km rate of Routine Maintenance, Periodic Maintenance, Lubricants & Tyres quoted in the financial bid subject to adjustments as per the Contract).
  - b. Adjusted Non-Excess Kilometers<sub>(instant month)</sub> = Non-Excess Kilometers<sub>(instant month)</sub> + Deficient Kilometers<sub>(instant month)</sub>
  - c. After adjustments, Deficient Kilometers<sub>(instant month)</sub> will be considered zero.
  - v. After following above steps from (i) to (iv), the total Non-Excess Kilometers of the year under consideration should become equal to Total Guaranteed Kilometers
  - vi. The reconciled sheet with adjusted Excess Kilometers and adjusted Non-Excess Kilometers shall be used for onward reconciliation.
- 10.11. Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards operator, and passengers. The Client shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 10.12. Provide and notify fare structure and business rules.
- 10.13. Provide Operator the license to operate the buses on the designated routes and the right to use the Depot so that Operator can perform its obligations in a timely manner.

- 10.14. Reserve exclusive rights to exploit commercial opportunities, including advertising inside / outside the buses and other non-fare revenue generating activities. The Client can call for Expression of Interest (EOI) for Non-Fare Revenue rights, with the Operator having the first right of refusal. If a third-party bid is received, the Client will notify the Operator, who will have 15 days to match or exceed the highest bid. If the Operator exercises its right of refusal, it will submit a Non-Fare Revenue Plan to the Client for approval. After the acceptance by the Client including amendments if any, the Operator will implement the approved plan and start depositing revenue into a designated account.
- 10.15. Implement the Service Level Agreement and levy penalties in case of deficiencies in performance. For purpose of this Sub-clause, it is clarified that penalty shall be computed as follows:
- Penalty Amount (PKR) = R x  $\sum$ K
- Where:
- R = Adjusted Non Excess Km Rate (Refer to Annexure-C)
- $\sum$ K = Total penalty kilometers in the invoiced month
- 10.16. If any of the tracker devices becomes irresponsive or non-functional due to any reason, keeping in view the public convenience, the operation shall not be terminated. In such an eventuality the Client will make use of the available data including manual log book entries of the Operator, system generated data of the relevant period in the previous month(s), available CCTV footage or any other relevant source of information to ascertain the actual plied kilometers and such validation will be acceptable to the Operator.

## **11. THE OPERATOR'S OBLIGATIONS:**

- 11.1. Provide 100 Brand New, Air Conditioned (AC), fully electric, nine (09) meter buses to be delivered to Depot in Multan.
- 11.2. Provide 23 Bus Chargers which will include 21 slow chargers and 2 fast chargers. **The Operator shall ensure uninterrupted and efficient charging operations of the bus fleet at all times. The number of chargers specified herein is indicative and not limiting. The Operator shall, at its own cost, assess and arrange for any additional chargers, equipment, or associated infrastructure required to meet operational requirements and performance standards under the Contract.**
- 11.3. Ensure that the entire system including Buses, Bus Chargers and all associated equipment and personnel, is fully operational and ready to provide services within one hundred and Eighty (180) calendar days from the effective date of the Contract ("Deadline").

~~11.4 The operator may be directed within first year after commencement of operations to add up to 25 additional units as per requirement of the client/passenger demand. Beyond one year, such addition will be on mutual consent.~~

- 11.4. Be solely responsible for the design, supply, installation, commissioning, operation, and maintenance of all electric vehicle charging infrastructure (slow and fast chargers) as per prescribed specifications. This shall include, but not be limited to, chargers, charging stations, electrical panels, cabling, protection systems, energy management systems, and all allied equipment. The Bus Operator shall also develop, operate, and maintain charging station facilities including civil works, safety systems, fire protection arrangements, and access control. All charging infrastructure and internal electrical distribution beyond the electricity connection point **i.e. electric meter & generators** shall remain the Bus Operator's responsibility.
- 11.5. Undertake complete preventive and corrective maintenance of electric buses, batteries, charging equipment, and associated infrastructure to ensure compliance with prescribed availability and reliability standards. The Bus Operator shall be responsible for battery health monitoring, replacement and environmentally safe disposal in accordance with applicable environmental laws and regulations. All maintenance records shall be maintained and made available to the Client as and when required.
- 11.6. Be responsible for planning, scheduling, and managing charging operations to meet daily operational requirements. The Bus Operator shall bear all risks associated with charging management, including power quality issues, charging losses, and damage arising from improper charging practices. Coordination with the Client and the concerned power distribution company for load planning, outages, and power availability shall be the responsibility of the bus operator.
- 11.7. Comply with all applicable health, safety, and environmental laws, rules, and standards. Adequate safety measures shall be implemented for high-voltage systems, battery handling, and emergency response. The Bus Operator shall ensure provision of personal protective equipment, safety training, and emergency preparedness plans for its staff and facilities.
- 11.8. Comply with all statutory, regulatory, and contractual requirements applicable to electric bus operations. The Client or its authorized representatives shall have the right to inspect, audit and monitor the Bus Operator's facilities, operations and records.
- 11.9. Be fully responsible and liable for all operational, technical, and safety risks associated with the feeder bus operations including insurance coverage for buses under applicable laws.

- 11.10. Hand over, remove, or decommission the assets in accordance with the terms of the Contract and restore the sites to their original or agreed condition upon conclusion of the Contract, ensuring compliance with safety and environmental requirements.
- 11.11. Ensure compatibility of the buses with the Automated Fare Collection (AFC) - Bus Scheduling System (BSS) infrastructure to be provided by the AFC-BSS Service Provider on behalf of Client. The Bus Operator shall be responsible for coordinating with the bus manufacturer and the AFC-BSS Service Provider to ensure seamless integration, installation, testing, and commissioning of the AFC-BSS equipment within the buses. The bus design shall incorporate all necessary wiring and power connectivity requirements to support the AFC-BSS equipment, ensuring full operational compatibility and functionality. The Bus Operator shall also through collaboration with Client ensure integration of the systems required within bus specifications including CAN module, Passenger Information System, CCTV, Passenger Counting System and Destination Board with AFC-BSS system to enable access to bus related data.
- 11.12. Operate and maintain all equipment/machinery under the entire system throughout the Contract efficiently and ensure that maintenance/replacement of all related equipment/components in the system is carried out in a timely manner and at the cost of Operator. Establish workshop and ensure sufficient availability of spare parts to maintain the quality of operations.
- 11.13. The maintenance of the Buses for the initial period of two (2) years, commencing from the date of operationalization, shall be carried out by Operator's technical team under the supervision and technical guidance of the Original Equipment Manufacturer (OEM), with the availability of OEM resources and technical support. ~~exclusively through the Original Equipment Manufacturer (OEM). During this period, the OEM shall assume full responsibility for managing all maintenance activities, including repairs, replacements, and upkeep, in strict accordance with the manufacturer's manuals and guidelines. The OEM will provide technical support and training to the Operator's personnel.~~ The Operator shall provide evidence of such arrangement to the Client upon request.
- 11.14. The OEM Operator under the supervision of OEM shall ensure that all maintenance activities are carried out in accordance with the highest industry standards and best practices, and that the Buses are maintained in a safe and reliable operating condition. Furthermore, the Operator OEM shall submit health report of Buses including operational history, maintenance records, current operational condition, anticipated future maintenance requirements on quarterly basis to the Client. The report shall be duly endorsed by the OEM, confirming that all maintenance activities have been carried out by the Operator in accordance with the OEM's manuals and guidelines. Upon completion of the 2-year OEM supervision period, the Operator shall

continue to submit bus health reports on a quarterly basis; however, OEM endorsement shall not be required. The Operator shall also submit health reports of bus chargers on quarterly basis from commencement of operations.

- 11.15. ~~Upon completion of the initial two-year period, the Operator shall assume full responsibility for maintaining the Buses, in accordance with the maintenance system and procedures implemented by the OEM. The Operator shall ensure that all maintenance activities are carried out in letter and spirit, in accordance with the OEM's manuals and guidelines, and in compliance with applicable laws and regulations.~~ By assuming responsibility for maintenance, the Operator acknowledges that ~~it has been fully trained and equipped by the OEM to perform these tasks,~~ he is fully equipped to undertake maintenance tasks and shall hold harmless the OEM from any claims or liabilities arising from the Operator's failure to maintain the Buses in accordance with the agreed-upon standards.
- 11.16. Prior to procuring, the Operator shall submit detailed specifications, documentation, and manuals of related Buses being procured for operation and maintenance.
- 11.17. Obtain all necessary permits/licenses/certificates required to procure, operate and maintain the Buses and charging infrastructure. Bear the cost of license/Route permit and that for the registration of the Buses.
- 11.18. Must ensure to ply the Buses and follow the specified schedules and instructions by the Client. The specified schedule from the client will include at least daily assignment of routes, fleet size requirements, Revenue Trips, Payable Non-Revenue Trips, headways, speed limits, and dwell time limits. Failure to complete the assigned jobs would result in deductions of un-plied kilometers and penalties as per Agreement. It is clarified that in case less buses are operated than the scheduled, only the guaranteed kilometers of operated buses will be payable.
- 11.19. Participate in all meetings, committees, etc. as directed by the Client from time to time.
- 11.20. Must employ adequate, well-trained staff including at least one Transport Engineer and one electrical engineer to perform all duties and responsibilities stated in this RFP; including all roles/duties to be performed on the designated routes, Depot, and general fleet management. The Operator must deploy at least one representative to be stationed at the Command-and-Control Center during the operational hours. The representative will act as a liaison for coordination between PMA and the Operator for effective monitoring and control of bus operations.
- 11.21. Be responsible for the conduct and functioning of all staff employed in the operation. The Operator shall be liable for any misconduct or unreasonable offense of its employees against

passengers, representatives of the Client and other related departments/entities of the GoPb. and shall take prompt and appropriate action.

- 11.22. Impart meaningful and timely training to all driver/conductor/staff associated with the operation. Operator will train the drivers for all kind of operational requirements including but not limited to Key Performance Indicators (KPIs) and their benchmarks specified in Service Level Agreement, emergency handling including breakdowns / accidents, customer dealing, safe and comfortable driving, reading and understanding English instructions/tabs of On-Board Units (OBU), cooperation with PMA staff, driver actions that can invoke penalties etc. Operator will ensure that these trainings are conducted prior to implementation of operations as well as on time-to-time basis. Operator will submit the training plans and records if desired by the client. The client may proceed to check and evaluate the results of the training.
- 11.23. Obtain route license from the Client and vehicle fitness certificates as prescribed in the Punjab Motor Vehicle Ordinance
- 11.24. Operator will make sure that all hired drivers have valid PSV licenses. For this purpose, the Operator shall ensure at its own costs the validity of licenses before hiring any driver.
- 11.25. It is expected that driver must possess preferably graduate degree and shall be tested and declared capable of reading English instruction/tabs. The drivers hired before start of operations will be trained once for the use of the Driver Console by the Client through AFC-BSS; however, the qualification of drivers is mandatory for understanding the system parameter and discipline of the system.
- 11.26. Guarantee smooth operations and functioning of all Buses during the entire contract period. **In case of accident / breakdown, the Operator shall be responsible for removing the bus from the site to clear the roadway.**
- 11.27. Allow authorized Punjab Masstransit Authority staff (and other authorized Government personnel) for inspection of Buses at depot and on the route during operation.
- 11.28. Take prompt and reasonable action for resolution of each complaint – including complaints received from the Client related to the operations.
- 11.29. Comply with the provisions of the applicable Motor Vehicles Ordinance / Act, the regulations and rules framed in the standards and all other applicable local, provincial, and federal laws. The inability to comply with rules, regulations and procedures will be penalized as per penalty mechanism.
- 11.30. Be liable to compensate the affected passenger in case of any injury or death as per Insurance Clause No. 12 of conditions of the Contract. In addition, in such an event leading to injury or

death of a person, leading to court appeals, by the affected party, the Operator will bear any claim on PMA, made by the affected party, if approved by the court of Pakistan.

- 11.31. Comply, complete, and follow all reasonable commands, directions, and requirements of the Client in respect of the operation, including directions and requirements that ensure public safety and security. The inability of the Operator to comply will be penalized as per penalty mechanism.
- 11.32. Ensure that air-conditioning facility continues uninterrupted during operation in case of a mechanical break-down of the Bus.
- 11.33. May replace any or all vehicles in the fleet at its own cost in case the vehicles are no longer capable of meeting the operational requirements stated in this RFP. The replaced vehicles shall have the same brand with compliance to specification stated in this RFP.
- 11.34. Take full responsibility of any mechanical, electrical, or system failures in Buses.
- 11.35. Be responsible for any kind of damage to the Government's property due to negligence on Operator's side. The operator shall be responsible to arrange repair of the damages as per original specs to the satisfaction of the Client. Failure to do so within the prescribed time shall lead to penalties or deduction from the Certificate of Payment (COP).
- 11.36. Ensure uninterrupted bus operations and shall be responsible for any disruption caused due to strike, protest, agitation, or any similar action attributable to the Bus Operator, its staff, or contractors. In such cases, the financial losses incurred by the Authority, including passenger revenue loss and proportional payments related to the AFC-BSS and CCTV Surveillance Systems, shall be recovered through deductions from the monthly payment of the Bus Operator.
- 11.37. Arrange, maintain and manage shelter facilities for its staff if required at any stop / route terminals etc.
- 11.38. Provide and install up to Twenty-Five (25) stickers per Bus as per instructions/format provided by the Client. The Operator shall also be responsible for their periodic maintenance. **The successful bidder will collaborate with the client in designing the stickers, ensuring alignment with the client's branding and visual identity.**
- 11.39. Maintain color of buses and remove any marking/slogan immediately.
- 11.40. Ensure to not operate buses with broken glasses, lights, indicators etc.
- 11.41. Provision, install, operate, and maintain bus washing plant ~~/unit~~ at the Depot and ensure regular washing of all buses once on daily basis.

- 11.42. Safeguard Driver's Console and Fare Validators in all buses. In case of any damage to the Driver's Console & Fare Validator, the Operator shall arrange the replacement of Driver's Console and Fare Validators at his own expense. Until such replacement, the bus shall not be operated on the route/roads.
- 11.43. Deploy Security Guards to safeguard and secure the Depot or designated parking places (if any) handed over to the Operator. ~~buses temporarily, periodically, or permanently parked along route at designated parking places including open/unfenced area & Depot and also be responsible for the security and safety of Depot.~~
- 11.44. Promptly, remove stalled buses from roads to avoid blockage of road or part of road/lane within reasonable timeframe defined by the Client.
- 11.45. Cooperate with all other service providers and to the extent possible facilitate their operations.
- 11.46. Install surveillance cameras as per specifications. Make necessary arrangements for the extraction on daily basis, and storage of audio and video data for a period no less than fifteen (15) days. The Digital Video Recorder (DVR) should be provisioned and placed in such a way that it ensures its safety and keep it intact during accidents especially including head on collision. Provide data to the Client upon receiving his directions within the specified time frame. In case Operator is unable to provide data, penalties will be invoked as per Service Level Agreement (SLA).
- 11.47. Perform the following activities in the Bus at the end of each trip:
- i) Dry mobbing and litter picking.
  - ii) Disinfection.
  - iii) Spraying air freshener
  - iv) Collection of any leftover passenger belonging and hand it over to the Client.
- 11.48. Submit implementation plan to the Client within 15 days from effective date of the Contract or any extension in time approved thereof.
- 11.49. The Depot shall remain the property of the Client at all times, and the Bus Operator shall have only the right to use the Depot for the duration of the Contract Period for activities directly related to the operation and maintenance of the Buses. The Bus Operator shall not use the Depot for any purpose unrelated to this Contract without the prior written consent of the Client.
- 11.50. The Bus Operator shall be responsible for maintaining the Depot, including its facilities, equipment / machinery, and utilities made available by the Client for the operation of the Buses, in good working condition during the Contract Period, subject to normal wear and tear, and in accordance with the requirements specified in this Agreement. In this regard;

- a) The Operator shall be responsible, at its own cost unless otherwise expressly provided, for the complete operation, management, and maintenance of the Depot throughout the Contract Period. This shall include routine, preventive, and corrective maintenance of all civil infrastructure, equipment, and machinery; timely repair and replacement of all parts, components, and consumables to ensure uninterrupted and efficient functioning; Operation of all installed systems in accordance with manufacturers specifications, and good industry practices; housekeeping, security, and upkeep of the Depot.
- b) The Operator shall maintain proper records of operation, maintenance, breakdowns, repairs, and replacements related to the Depot. The Operator shall submit to PMA a Quarterly Depot Condition Report, which shall include, at a minimum, operational condition and maintenance activities undertaken.
- c) PMA shall have the right to inspect the Depot at any time to verify its condition and the Operator's compliance. Failure to comply shall result in the imposition of penalties.
- d) It is acknowledged that certain equipment / machinery may reach its design or nominal useful life during the Contract Period. The Operator shall continue to operate and maintain such equipment / machinery beyond its nominal useful life to the extent possible in accordance with good industry practice.
- e) Any determination by the Operator that equipment / machinery has become technically not feasible to repair or has reached a condition beyond economic repair or has become unsafe shall be made on the basis of objective and verifiable evidence to the reasonable satisfaction of PMA. Such determination may include, where applicable, written confirmation from the original equipment manufacturer or its authorized representative or independent technical assessment, evidence of unavailability or discontinuation of critical spare parts, repeated failure patterns despite proper maintenance, or non-compliance with applicable safety, environmental, or regulatory standards. The Operator shall substantiate such determination through documented condition assessment, detailed maintenance and repair history, and a technical evaluation demonstrating that further repair would not restore the equipment either to a safe, reliable, or functional operating condition in accordance with good industry practice. The Client shall, upon review, decide whether to require replacement or major overhaul of equipment/machinery that has reached end-of-life or is beyond repair, at its own cost.

11.51. Upon expiry or termination of the Contract, the Bus Operator shall vacate and hand over the Depot to the Client in good and usable condition, reasonable wear and tear excepted, and free from any encumbrances, equipment, or materials belonging to the Bus Operator unless otherwise agreed by the Client. A joint inspection shall be conducted prior to handback, and a

“Handback Report” shall be prepared and signed by both Parties. If any deficiencies are identified during the handback inspection, the Operator shall, at its own cost, promptly rectify such deficiencies within a reasonable period specified by PMA. Failure to restore the Depot to the required condition shall entitle PMA to undertake necessary remedial works at the Operator’s risk and cost, without prejudice to any other remedies available under the Contract.

- 11.52. Upon expiry of the Contract Period, the Client shall have the first right, but not the obligation, to procure all or part of the assets deployed under this Contract at the Residual Value quoted by the Operator in its Financial Proposal. The Client may exercise its right to procure the Buses by issuing a written notice to the Bus Operator not later than three (03) months prior to the expiry of the Contract Period or any other time agreed by the parties. In the event the Client exercises its right to procure the assets, the Operator shall ensure that the assets are operational, roadworthy, and maintained in accordance with the maintenance standards prescribed under the Contract, subject to normal wear and tear. If the Client does not exercise its right within the stipulated period, the Operator shall remain free to dispose of the Buses in accordance with applicable laws.
- 11.53. Prior to the expiry of the Contract Period, the Operator shall, in coordination with the Original Equipment Manufacturer (OEM) of the Buses and associated equipment, undertake a comprehensive technical assessment of all assets deployed under the Contract. The Operator shall ensure that the OEM prepares and certifies a comprehensive Asset Health Report for each Bus and for all major associated equipment, including but not limited to batteries, traction motors, power electronics, charging systems, and other critical components. An Asset Health Report for each Bus shall be submitted at least 06 months prior to the conclusion of the 12-year contract period and prior to the conclusion of any extension exceeding one year. The Asset Health Report for each Bus shall include, at a minimum:
- a) Total kilometres operated and operational history
  - b) Complete maintenance and service records for the Contract Period;
  - c) Battery health diagnostics including State of Health (SoH), degradation levels, remaining useful life, and expected replacement timelines;
  - d) Diagnostic reports of major components including traction motor, inverter, transmission, braking system, and onboard electronics;
  - e) Record of major repairs, component replacements, and warranty claims;
  - f) Energy consumption performance history and operational efficiency;
  - g) Identification of any faults, defects, or performance limitations;
  - h) Estimated remaining useful life of major components; and
  - i) An indicative assessment of anticipated future maintenance and operational costs.

The Asset Health Report of buses shall be jointly certified by the Operator and the OEM of buses and submitted to the Client. The Client shall review the submitted Asset Health Reports for the purpose of evaluating the condition of the assets and determining whether to exercise its right to procure the Buses and associated equipment at the Residual Value quoted by the Operator in its Financial Proposal. The Operator shall ensure full cooperation of the OEM in providing technical diagnostics, data access, and clarifications reasonably required by the Client in connection with such evaluation.

Similarly, the operator will provide Asset health Report for the Bus Chargers and Washing Plant made available by the Operator and any ancillary depot equipment / machinery made available by the Client ~~provided by the Operator such as washing plant, compressors, maintenance equipment etc.~~ The Report shall include operational history, maintenance records, current operational condition, remaining useful life, anticipated future maintenance requirements. The report shall be jointly certified by Operator and OEM / Third Party Validator and submitted to the Client.

#### **BACKUP POWER ARRANGEMENT**

11.54. The Operator shall, at its own cost and responsibility, operate and maintain backup power generation facilities, including but not limited to diesel generators (DG) sets, to ensure uninterrupted charging of electric buses and continuity of operations in the event of grid power failure, voltage instability, or unavailability of electricity supply at the depot.

11.55. In the event that the DG sets is required to be operated solely due to non-availability or failure of grid electricity supply, the actual cost of diesel consumed for charging operations shall be reimbursed by the Client to the Contractor, subject to the following conditions:

- a) The Operator shall maintain proper records of DG operation, including running hours, fuel consumption, and the reason for grid power unavailability.
- b) The Operator shall ensure that the DG sets are used strictly as an emergency backup power source and not as a routine or primary source of electricity for charging operations.
- c) The diesel consumption shall be calculated based on the manufacturer's specified fuel consumption norms or such norms as may be mutually agreed between the Parties.
- d) The reimbursement shall be limited to diesel actually used for electricity generation for bus charging and shall be supported by verifiable invoices and operational logs.
- e) The Client or its authorized representative shall have the right to verify the DG operation records and fuel consumption prior to approval of reimbursement.
- f) The reimbursement of fuel shall be reimbursed along with monthly operational invoice payments.

11.56. The Client may require the Operator to install **fuel meters, energy meters, or other monitoring mechanisms** to ensure transparency in DG operation and fuel consumption.

#### **LENDER STEP-IN RIGHTS**

11.57. The Client acknowledges that the Project involves significant capital investment and that lenders may require certain protections, including step-in rights, in line with project finance practices.

11.58. Accordingly, the Client shall permit lender step-in rights, subject to the following conditions:

- a) any such rights shall be exercised only upon occurrence of a Operator's Event of Default;
- b) the lenders shall provide prior written notice to the Client and comply with the procedures specified in the Contract;
- c) the lenders or their nominee shall, as a condition of step-in, demonstrate technical and financial capability acceptable to the Client to perform the Operator's obligations;
- d) step-in rights shall be subject to execution of a tripartite agreement (Direct Agreement) between the Client, Operator and lenders, on terms acceptable to the Client; and
- e) the exercise of such rights shall not relieve the Operator of its obligations or liabilities under the Contract.

## **12. COMMENCEMENT OF OPERATIONS**

12.1. The Operator shall notify the Client in writing of its readiness to commence commercial operations, accompanied by satisfactory evidence of meeting all requirements within 180 calendar days from the effective date of the Contract or any extension granted thereof.

12.2. In the event that the Depot is not developed or made available by the Client in a condition suitable for operations, the Operator shall, upon written direction of the Client, make necessary interim arrangements at the Depot or at any other location designated by the Client to ensure operational readiness. The reasonable and verifiable costs incurred by the Operator for such interim arrangements shall be reimbursed by the Client. Any time reasonably required by the Operator to establish such interim arrangements shall be treated as an excusable delay and shall not be counted towards the specified deadlines or performance timelines under the Contract. Furthermore, non-compliance with the Service Level Agreement attributable to the absence of a dedicated operational Depot, as committed by the Client during such interim arrangements, shall be waived.

12.3. The Client shall assess and verify the Operator's readiness within a reasonable timeframe. Upon confirmation that all requirements have been met, the Client shall notify date of commencement of commercial operations along with route details and schedules to be followed. The payments to the Operator will start from date of commencement of operations.

- 12.4. In the event of a delay by the Client in confirming the Operator's readiness and notifying the commencement date beyond 30 days, the Client shall be liable to compensate the Operator as per the following formula, effective from the 31<sup>st</sup> day onwards till commencement of operations:

$$\text{Amount per day (PKR)} = \left[ (\text{Applicable Non-Excess Kilometer Rate}) - (\text{Sum of per km rate of Routine Maintenance, Periodic Maintenance, Lubricants \& Tyres quoted in the financial bid subject to adjustments as per the Contract}) \right] \times \text{Fleet Size} \times 164.38$$

The Client shall also be liable to reimburse cost of electricity bills and fuel in case DG sets used as backup power supply effective from the said 31<sup>st</sup> day.

### **13. KEY SERVICE-LEVEL PARAMETERS**

The performance indicators for provision of service are attached as Annexure-B.

### **14. BIDDER'S ELIGIBILITY**

An eligible Bidder is a Bidder who:

- 14.1 Is legally registered to conduct business in Pakistan
- 14.2 Services can only be supplied / sourced / routed from "origin" in "eligible" member countries "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan. "Origin" shall be considered to be the place where the company / firm is incorporated
- 14.3 has a registered office in the respective country of origin (In case of JV, Applicable to all members)
- 14.4 has been registered for at least 5 years in country of origin, and has proven experience of operations in transport sector. (In case of JV, Applicable to any one member)
- 14.5 Has valid Registration Certificate for Income Tax, Sales Tax (on goods and services where applicable) or possesses corresponding equivalent certificate from the country of origin. (In case of JV, Applicable to all members)
- 14.6 Has submitted Income Tax Returns for the last three tax years or possesses corresponding equivalent documents from the country of origin (In case of JV, applicable to any one member).

### **15. TENDER COST**

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

## **16. JOINT VENTURE**

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

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

## **17. EXAMINATION OF THE TENDER DOCUMENT**

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

## **18. AMENDMENT OF THE TENDER DOCUMENT**

- 18.1 The Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 18.2 The Client may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Client and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **19. PREPARATION / SUBMISSION OF TENDER**

- 19.1 The Bidder is not allowed to bid for partial procurement of services or part of the services.
- 19.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the

Client, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation duly verified / attested from reputable organization which shall govern for purposes of interpretation of the Tender.

19.3 The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature etc. which shall be typed, completely filled in, stamped and signed by the Bidder's Authorized Representative / Power of Attorney. In case of copies, photocopies may be submitted.

19.4 **The Technical Proposal shall contain the following, without quoting the price:**

Documents Required for Substantial Responsiveness:

19.4.1 Firm registration record in the country of Origin (In case of JV, applicable to all members)

19.4.2 Firm establishment record for at least 5 years in form of firm registration record OR equivalent document as applicable in the country of origin (In case of JV, applicable to any one member)

19.4.3 Relevant experience record of operations in transport sector (In case of JV, applicable to any one member)

19.4.4 Valid Income Tax and Sales Tax (on goods and services where applicable) registrations OR equivalent documents as applicable in the country of origin (In case of JV Applicable to all members)

19.4.5 Income tax returns OR equivalent documents as applicable in the country of origin for last three years. (In case of JV, applicable to any one member)

19.4.6 Agreement Deed / MOU in case of JV

Documents Required for Technical Evaluation and other requirements

19.4.7 Covering letter duly signed and stamped by authorized representative (Form TECH-0).

19.4.8 Technical Proposal Submission Form (Form TECH-1)

19.4.9 Joint Venture Details (Form TECH-2).

19.4.10 Technical Evaluation Form (Form TECH-3) along with evidences required against each criterion.

19.4.11 Financial Strength (Form TECH-4) along with audited financial statements as required in the form.

19.4.12 Power of Attorney (Form TECH-5)

19.4.13 Undertaking (Form TECH-6)

19.4.14 Integrity Pact (Form TECH-7)

19.4.15 Affidavit for non-blacklisting (Form TECH-8)

- 19.4.16 Quoted vehicle brand, technical brochures / literature
- 19.4.17 Document stating compliance to each specification mentioned in Annex D
- 19.4.18 CDR / Demand Draft / Pay Order/ Tender Security Form (Form FIN-5): Tender Security of PKR Five (05) Million vide clause 21 (Tender Security) of tender document).
- 19.5 The Financial Proposal shall comprise the following:
  - 19.5.1 Financial Proposal Submission Form (Form FIN-1)
  - 19.5.2 Price Table (Form FIN-2)
  - 19.5.3 Price Details-A (Form FIN-3)
  - 19.5.4 Price Details-B (Form FIN-4)
- 19.6 **Bidder to affix authorized signatures with official seal on all documents submitted as part of the bid by the Bidder.**

## **20. TENDER PRICE**

- 20.1 The quoted price shall be:
  - 20.1.1 best / final / fixed and valid until completion of all obligations under the Contract and is subjected to adjustment only as per conditions of the Contract.
  - 20.1.2 Inclusive of all charges including delivery, installation, testing, commissioning, operation and maintenance.
  - 20.1.3 in Pak Rupees (PKR);
  - 20.1.4 is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but shall be exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.
- 20.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 20.3 The price hereby quoted by the Bidders would cover the whole scope of services for the contract period.

## **21. TENDER SECURITY**

- 21.1 The Bidder shall furnish the bid security, failing which will cause rejection of bid; as under:
  - 21.1.1 **the original Bid security should be submitted in an envelope clearly marked with the Tender Name, Bidder Name, Bidder Address and Bidder Phone Number in**

**the office of the Punjab Masstransit Authority located at 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan**, in addition to the soft copy uploaded on the e-PADS as part of technical bid.

- 21.1.2 CDR / Demand Draft / Pay Order / Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document or in form of Demand Draft;
- 21.1.3 A sum of PKR Five (05) Million;
- 21.1.4 Have a validity period of **180 days** from the last date for submission of the Tender
- 21.2 The proceeds of the Tender Security shall be forfeited by the procuring agency, on the occurrence of any / all of the following conditions:
  - 21.2.1 If the Bidder withdraws the Tender during the period of the Tender validity; or
  - 21.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
  - 21.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
  - 21.2.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 21.3 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on furnishing the Performance Security.

## **22. TENDER VALIDITY**

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

## **23. MODIFICATION / WITHDRAWAL OF THE TENDER**

- 23.1 The Bidder may, by written notice served on the Client, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 23.2 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.

## **24. OPENING OF THE TENDER**

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

24.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Client may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **25. CLARIFICATION OF THE TENDER BY THE CLIENT**

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

## **26. DETERMINATION OF RESPONSIVENESS OF THE BID (TENDER)**

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

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

26.1.2 is otherwise complete and generally in order;

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

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

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

## **27. CORRECTION OF ERRORS / AMENDMENT OF TENDER**

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

27.1.1 If there is a discrepancy between the amount in figures and the amount in words for the

Total Tender Price entered in the Tender Form; the amount in words, shall govern.

- 27.2 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.

## **28. REJECTION / ACCEPTANCE OF THE TENDER**

- 28.1 The Client shall have the right, at his exclusive discretion, to accept a Tender (lowest evaluated bid), reject all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

- 28.2 The Tender shall be rejected if:

28.2.1 it is substantially non-responsive; or

28.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

28.2.3 it is incomplete, partial, conditional, alternative, late; or

28.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or

28.2.5 the Bidder submits more than one Tenders; or

**28.2.6 the Bidder fails to meet the minimum passing score of 70 in the Technical Evaluation Criteria (Annexure-A); or**

28.2.7 the Bidder refuses to accept the corrected Total Tender Price; or

28.2.8 the Bidder has conflict of interest with the Client; or

28.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or

28.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

28.2.11 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

28.2.12 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

## **29. ACCEPTANCE LETTER (LETTER OF AWARD)**

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

## **30. PERFORMANCE SECURITY**

- 30.1 The successful Bidder shall furnish Performance Security as under:
- 30.1.1 within **ten fifteen** (15) working days of the receipt of the Acceptance Letter from the Client;
  - 30.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document [**Annexure-E**]; or in another form acceptable to the Client;
  - 30.1.3 denominated in Pak Rupees;
  - 30.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
  - 30.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the annual contract value, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month before the expiry period of the submitted bank guarantee.
  - 30.1.6 The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:
    - 30.1.6.1 If the Operator commits a default under the Contract;
    - 30.1.6.2 If the Operator fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee in stipulated timeframe.
    - 30.1.6.3 If the Operator fails to fulfill any of the obligations under the Contract
    - 30.1.6.4 If the Operator violates any of the terms and conditions of the Contract.
- 30.2 The Operator 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 Operator.

## **31. REDRESSAL OF GRIEVANCES BY THE CLIENT**

The redressal of grievances (if any) lodged by the bidder(s) shall be dealt as per provisions under Punjab Procurement Rule 67.

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract for**

**PROVISION OF SERVICES WITH 100 FULLY ELECTRIC  
BUSES ON A SERVICE-BASED MODEL IN MULTAN**

between

**PUNJAB MASSTRANSIT AUTHORITY**



And

**SUCCESSFUL BIDDER**

Dated:

## 1. AGREEMENT

### PROVISION OF SERVICES WITH 100 FULLY ELECTRIC BUSES ON A SERVICE-BASED MODEL IN MULTAN

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

#### BY AND BETWEEN

The Punjab Masstransit Authority (PMA) established under the Punjab Masstransit Authority Act, 2015 having office at 5<sup>th</sup> floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, through Managing Director, Punjab Masstransit Authority (hereinafter referred to as “PMA”), Government of the Punjab (hereinafter referred to as “The Client”) which term shall, wherever the context so permits or requires, mean and include its successors-in-interest, nominees, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

#### AND

[full legal name of Operator /Successful Bidder] through its [Designation of Signatory from Operator’s/Successful Bidder’s side] having its registered office at [Address of Operator/Successful Bidder] on the other part (hereinafter called the “Operator/Service Provider” which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns )

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

## 2. RECITALS

WHEREAS,

- (a) The GoPb through the Client intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of procurement of services as described in the contract;
- (b) The Client has requested the Operator/Service Provider to provide certain services as described in Tender Document; and

- (c) The Operator/Service Provider, having represented to the Client that it has the required professional skills, personnel technical and financial resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

### **3. COVENANT:**

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

### **4. ANNEXES TO THE AGREEMENT:**

- 4.1 The following shall be deemed to form and be read and construed as part of this Contract:
- 4.1.1 The Tender Document/RFP
  - 4.1.2 Bidder's Proposal
  - 4.1.3 Acceptance Letter (Letter of Award)
  - 4.1.4 Performance Security
- 4.2 This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

### **5. SERVICES REQUIRED:**

As described in RFP Clause 11.

### **6. KEY SERVICE-LEVEL PARAMETERS**

As stipulated in Service Level Agreement (SLA) appended as Annexure-B to this Tender Document.

### **7. SIGNING OF THE AGREEMENT**

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

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

**For: Legal Name of the Operator/Successful Bidder**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name:

Name:

Witnessed By:

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

### **8. CONTRACT**

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

### **9. CONTRACT DOCUMENTS AND INFORMATION**

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

### **10. CONTRACT LANGUAGE**

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

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

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

### **12. INSURANCE**

The Operator shall provide such insurance of the buses, bus chargers and allied equipment as is sufficient to protect against their theft, damage or deterioration during course of the operation, storage/ transit to their final destination as indicated in this Contract. During passenger operations, in the event of any accident resulting in death or injury to the passenger, the operator

shall pay compensation to legal representatives or to the passengers, as the case may be, under sections 50 and 67 of the Provincial Motor Vehicle Ordinance 1965.

### **13. EXECUTION SCHEDULE**

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

### **14. PAYMENT**

The procedure for payments to operator shall be as under:

- 14.1 The Operator shall submit monthly Application for Payment to the Client; within first five (05) working days of the following month, in the prescribed form and on the quoted rates in the bid after making price adjustments if applicable. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 14.2 All amounts due and payable shall be paid by the Client within twenty-one (21) days from receipt of the Invoice. If the Operator requests to settle his position by responding to issues that may potentially lead to penalties and invoice deductions and such request is accepted by the Client, the amount due and payable shall be paid within 7 days following the settlement or 21 days from the receipt of invoice, whichever comes later
- 14.3 Disputed amounts (if any) shall become due and payable within 7 days following resolution of the disputes or 21 days from the receipt of invoice, whichever comes later
- 14.4 All Payable Amounts will be paid in Pakistani Rupees.
- 14.5 In case where the Payable Amount is expected to be delayed for reasons attributable to the Client, the Client may choose to pay a provisional payment of up to 80% of the invoiced amount through a provisional certificate of payment against proof of the Company providing the O&M Services under the Agreement.
- 14.6 All invoices shall be submitted after the commencement of operations or, in the event of a delay by the Client in confirming the Operator's readiness and notifying the commencement date, beyond 30 days.

## **15. CONTRACT PRICE**

- 15.1 The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the 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. Furthermore, in future, if the total incidence of taxes imposed on the Contractor increases 10% above the rate that prevailed at the time of the signing of contract, the Operator and the Client shall settle the issue through mutual consultations/agreement. Same dispensation will apply if the incidence of tax reduces over the contract period.

## **16. CONTRACT AMENDMENT**

- 16.1 This Contract may be amended or modified only in writing signed by both Parties. This includes, but is not limited to, changes (hereinafter referred to as the Change) to the scope of Services, payment terms, or any other contractual provisions.
- 16.2 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Operator.

## **17. ASSIGNMENT / SUBCONTRACT**

The Operator will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Client's prior written consent. The Operator shall guarantee that any and all assignees / subcontractors of the Operator shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

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

If the Operator encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Operator shall, by written notice served on the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its

exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Operator, extend the Operator's time for performance of its obligations under the Contract.

## 19. LIQUIDATED DAMAGES (LD)

19.1 The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled date(s), with any extension of time thereof granted by the Client, and the actual date(s). The Client may, without prejudice to any other right or action / remedy it may have, levy liquidated damages as follows:

### a) Delay in readiness to commence operations

LD per day (PKR) = (Factor F x 164.38 x Number of buses not in state of readiness x Non-Excess Kilometer Rate)

For 0 – 10 days                      Factor F = 0.25

For 11– 20 days                      Factor F = 0.50

For 21 – 30 days                      Factor F = 0.75

For 31 days and above,              Factor F =1.00

### b) Failure on the part of the Operator to meet commitments given by him in the technical proposal / Failure in compliance to the bus specifications / Failure in performance of any of the obligations, under the Contract

LD per day (PKR) = 50,000 per occurrence

19.2 The amount so deducted shall not exceed, in the aggregate, the value of the performance security. It is clarified that LDs stated in this clause may be levied until such time the Operator has failed/delayed the start of operation as per conditions described in this document. After the start of the operation any further service/performance related failures/delays shall be penalized as per Service Level Agreement (Annexure-B).

## 20. FORFEITURE OF PERFORMANCE SECURITY

Read with Clause 30.1.6 of the RFP, the Client may, without prejudice to any other right or action/remedy it may have, forfeit the performance security of the Operator after serving him with a seven working days notice, in anyone or all of the following events:

1. Complete shutdown of service by the Operator for any-reason whatsoever except those covered under force-majeure.

2. If the penalties exceed 10 % of the monthly payments for 03 months in a year.

## **21. TERMINATION FOR DEFAULT**

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

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

If deemed appropriate by the Client, in order to avoid delay in services leading to passenger discomfort or loss to the system, the Client may direct the Operator to continue to operate the terminated part as a stop-gap arrangement till successful hiring of new Operator.

## **22. TERMINATION FOR INSOLVENCY**

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

## **23. TERMINATION FOR CONVENIENCE**

23.1. The Client may, at any time, by written notice of 30 **working** days served on the Operator **(or such longer period as the Client may allow in writing)**, terminate the Contract, in whole or in part.

23.2. The Services which are complete, or are scheduled to be completed by the Operator, within thirty working days after the receipt of such notice **(or such longer period as the Client may**

allow in writing), shall be accepted by the Client. For the remaining services, the Client may elect:

- i) To have any portion thereof completed and delivered; and
- ii) To cancel the remainder and pay the Operator by:
  - a. Purchasing all vehicles, chargers, tools, equipments, spare parts, furniture, and all items made available by the Operator to deliver the services. ~~(taking into consideration depreciated values)~~. The purchase price shall be calculated based on the remaining value of the total investment cost, determined as follows:
    - 1) Total investment cost reflected in the financial bid, calculated using investment rate, fleet size, and annual mileage of 60,000 kilometers per bus;
    - 2) Less: investment cost already paid calculated using investment rate applied, actual kilometers plied and residual values adjusted.
  - b. Paying an allowance as compensation for overheads and anticipated profit to the Operator, 5% of value of rest of the contract value calculated at the adjusted O&M rate used in the last payment against services rendered of based on 60,000 km per year per bus.

23.3. For purposes of calculations of payments, the Client and the Operator shall appoint a reputed firm of Chartered Accountants through mutual agreement who will follow the methodology of calculation which is just, even and fair to both parties.

23.4. All of the accounts or remaining payables under this clause, on the part of either of the parties, shall be paid / adjusted within thirty (30) working days (or such longer period as the Client may allow in writing) from the day on which notice of termination under clause 23.1 shall come into effect.

## 24. FORCE MAJEURE

24.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Client or of the operator. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Client keeping in view all the circumstances and requirements of the Client.

24.2. The Operator shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

- 24.3. If a Force Majeure situation arises, the Operator shall, by written notice served on the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Operator shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25. DISPUTE RESOLUTION**

- 25.1. The Client and the Operator shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2. If, after thirty working days, from the commencement of such informal negotiations, the Client and the Operator have been unable to amicably resolve a Contract dispute, the dispute may be referred to arbitration under the Arbitration Act, 1940 (as amended, substituted or repealed and re-enacted from time to time) by making a formal request in writing. The arbitration shall be conducted by a sole arbitrator to be appointed by the mutual consent of both Parties within 15 days of the request of arbitration.
- 25.3. The venue and seat of arbitration shall be Lahore, Pakistan

## **26. STATUTES AND REGULATIONS**

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

## **27. TAXES AND DUTIES**

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Duties any other taxes on income arising out of the Contract, and the financial bid shall be deemed to cover all such taxes.

## **28. CONTRACT COST**

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

## **29. AUTHORIZED REPRESENTATIVE**

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

## **30. WAIVER**

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

### 31. SPECIAL STIPULATIONS

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>		
<b>For ease of Reference, certain special stipulations are as under:</b>		
<b>1</b>	<b>Tender Security</b>	<p>The Operator shall furnish the Tender Security as under: for the whole Tender;</p> <p>Call Deposit Receipt (CDR), Demand Draft / Pay Order/ Bank Guarantee of PKR <b>5,000,000 (Five Million Rupees Only)</b> as Tender Security as part of e-bid in favor of “MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT” issued by a scheduled bank allowed carrying financial transactions in Pakistan</p> <p>Have a minimum validity period of One Hundred and Eighty days (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>
<b>2</b>	<b>Performance Security</b>	<p>The successful Operator shall furnish Performance Security as under:</p> <ul style="list-style-type: none"> <li>i) Within fifteen (15) working days of the receipt of the Acceptance Letter/Letter of Award from the Client; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document [<b>Annexure-E</b>]; or in another form acceptable to the Client; denominated in Pak Rupees;</li> <li>ii) Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.</li> <li>iii) The Operator shall submit a Bank Guarantee for 10% of the annual contract value, for a period of twelve (12) years, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month before the expiry period of the submitted bank guarantee. Subject to clause 30 of the Tender, the Client, after receiving new bank guarantee shall return the previous bank guarantee in lieu of Performance Security to the Operator.</li> </ul>
<b>3</b>	<b>Signing of Contract</b>	<p>The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.</p>
<b>4</b>	<b>Start operation of buses</b>	<p>The induction of buses shall be as per following program; 100 Air Conditioned, Brand New Fully Electric feeder buses of 9-meter long within 180 days from the effective date of contract.</p>

5	<b>Liquidated damages for failure / configuration of Services by the Operator</b>	<p>If and when applicable, liquidated damages (LD) shall be levied as follows:</p> <p><b>Delay in readiness to commence operations</b></p> <p>LD per day (PKR) = (Factor F x 164.38 x Number of buses not in state of readiness x Non-Excess Kilometer Rate)</p> <p>For 0 – 10 days                      Factor F = 0.25</p> <p>For 11– 20 days                      Factor F = 0.50</p> <p>For 21 – 30 days                      Factor F = 0.75</p> <p>For 31 days and above,              Factor F =1.00</p> <p><b>Failure on the part of the Operator to meet commitments given by him in the technical proposal / Failure in compliance to the bus specifications / Failure in performance of any of the obligations, under the Contract</b></p> <p>LD per day (PKR) = 50,000 per occurrence</p>
6	<b>Legal Status to Work in Pakistan</b>	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.
7	<b>Contract Duration</b>	The duration of this Contract will be 12 years starting from commencement of operations.

# **ANNEXURES**

## ANNEXURE-A: TECHNICAL EVALUATION CRITERIA

Sr No.	Criteria	Max. Marks	Comment/Description	Evidence Required
1	Number of routes (urban and intercity) operated successfully for a period of no less than 01year	15	Less than 1 = 0 Points 1 to 9 = 5 Points 10 to 18 = 10 Points 19 or more =15 Points	Copy of Route Permits OR Contract Document OR Letter of Award OR Any other valid document for evidence
2	Maximum Bus Fleet operated and maintained	15	Less Than 40 = 0 Points 40 to 60 = 4 Points 61 to 80 = 8 Points 81 to 100 = 12 Points 101 or more =15 Points	Contract Document OR Letter of Award OR Any other valid document for evidence
3	At least one year Operational Experience of Urban Transport in Multan	5	Yes = 5 No = 0	Copy of Route Permits OR Contract Document OR Letter of Award OR Any other valid document for evidence
4	Total number of human resources managed by the company related to bus operations and maintenance	10	Less than 30 = 0 Points 31 to 50 = 4 Points 51 to 100 = 6 Points 101 to 300 = 8 Points 301 or more = 10 Points	List of human resources under active employment of the bidder stating designation and numbers
5	Number of years of bus operations (Bus Operations including but not limited to Urban and Intercity)	10	Number of years: Less than 5 = 0 Points 5 to 6 = 6 Points > 6 to 7 = 8 Points More than 7 = 10 Points	Copy of Route Permits OR Contract Document OR Letter of Award OR Any other valid document for evidence (In case of JV, applies to any one single member with maximum years of experience)
6	Average Annual Turnover in last three years in PKR Millions	20	< 600 = 0 Points 600 to 1000 = 5 Points > 1000 to 1400 = 10 Points > 1400 to 1800 = 15 Points > 1800 = 20 Points	Form Tech-4 along with its attachments
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	15	Less than 300 = 0 Points > 300 to 500 = 5 Points > 500 to 700 = 10 Points > 700 = 15 Points	Form Tech-4 along with its attachments
8	CURRENT RATIO (Ratio of current assets of the firm to its current liabilities in the last Fiscal Year)	5	1 and More = 10 Points 0.9 to less than 1 = 8 Points 0.8 to less than 0.9 = 6 Points 0.7 to less than 0.8 = 4 Points 0.6 to less than 0.7 = 2 Points Less than 0.6 = 0 Points	Form Tech-4 along with its attachments

9	DEBT RATIO (ratio of total liabilities to total assets in the last Fiscal Year)	5	0.5 and Less = 5 Points More than 0.5 to 0.6 = 4 Points More than 0.6 to 0.7= 3 Points More than 0.7 to 0.8= 2 Points More than 0.8 = 0 Points	Form Tech-4 along with its attachments
<b>TOTAL</b>		<b>100</b>		<b>Minimum Passing Marks = 70</b>

**NOTE:**

For the purpose of this tender:

1. *It is mandatory to score minimum 70 marks and non-zero marks in each criterion except criterion at Sr. No 3.*
2. *JV shall be treated as single entity and marks shall be evaluated jointly for all member unless stated otherwise.*
3. *If the experience cited by the bidder for criteria 1, 2, 3, 4, and 5 is as a member of a JV, the full experience will be considered if the bidder is the lead member of the JV. Otherwise, the experience will be evaluated based on the specific tasks performed as outlined in the particular JV agreement.*

## **ANNEXURE-B: SERVICE LEVEL AGREEMENT (SLA)**

**In case of breach of SLA parameters, penalties will apply supported by concrete evidence.**

### **Scope:**

- i) The SLA describes target performance levels which the bidder shall aim to deliver for the Services outlined in this RFP. It also lists the procedures for managing unavailability of Services / negligence / inefficiency on part of the Operator, and associated penalties which will be applied if bidder fails to deliver any service performance targets in accordance with this Agreement.
- ii) The Operator will be exempted from delays or slippages on SLA parameters arising out of delays in execution or due to delay in approval or review from the Client's side. Any such delays will be notified in writing.
- iii) Penalties shall be levied as per the following formula:-

$$\text{Penalty Amount (PKR)} = R \times \sum K$$

Where:

R = Adjusted Non Excess Km Rate of the invoiced month (Refer to Annexure-C)

$\sum K$  = Total penalty kilometers in the invoiced month

- iv) The total monthly penalty amount shall not exceed more than 10% of same monthly payment to the Operator. The amount so deducted shall be adjusted in the same monthly payment.
- v) In the event that the monthly penalty amount exceeds 10% of the monthly payment for three months in a calendar year, the Client shall have the right to either forfeit the Performance Guarantee or terminate the contract for default.
- vi) Successful bidder / Operator must notify the vehicle defect to the Authority affecting daily operations, 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.

**TABLE: KEY PERFORMANCE INDICATORS**

S. No	Key Performance Indicators (KPIs)	Formula	Standard (Per Month)	Kilometers fined based on Monthly evaluation	
1	Trip Efficiency/ Regularity of Operation	$(\text{No of Trips operated} \times 100) / (\text{No of trips assigned in Schedule})$	More than 98%	91%- 98% 80%-90% Below 80%	40 x Number of Trips Missed 45 x Number of Trips Missed 90 x Number of Trips Missed
2	Punctuality	$\text{No of trips on time from first station} \times 100 / \text{Total no of trips operated}$	More than 95%	85% - 95% Below 85%	50 x Number of Trips Observed Late. 90 x Number of Trips Observed Late.
3	Travel Time Regularity	$(\text{No of trips completed within scheduled time} \times 100) / (\text{Total no of trips operated})$	More than 95%	85% - 95% Below 85%	50 x Number of Trips Observed Late. 90 x Number of Trips Observed Late.
4	Bus Bunching	On the basis of occurrences			2 x Number of Occurrences
5	Reliability of Buses/ No. of Breakdowns		Maximum 2	3-5 6-8 Above 8	300 x Number of Breakdowns 350 x Number of Breakdowns 700 x Number of Breakdowns
6	Cleanness of Buses / Number of Buses found dirty		Maximum 10	11-30 Above 30	30 x Number of vehicles observed dirty 50 x Number of vehicles observed dirty
7	Safety of Operation/ Rate of Accidents		Nil	1-5 6-10 Above 10	250 x Number of Accidents 300 x Number of Accidents 600 x Number of Accidents
8	User Satisfaction / Number of verified Passenger Complaints		Maximum 20	21-50 Above 50	2 x Number of Complaints 5 x Number of Complaints

**Note:**

- i) Traffic congestion or intersection delay will not be considered default/fault on part of the bus operator for achieving/attaining Standards.
- ii) For measurement of 'Trip Punctuality' and 'Travel Time Regularity' described at Serial 2 & 3 of the table "Key Performance Indicators", the minimum acceptable limit of the gap (+/-) between actual and scheduled bus time will be taken as 30% of the scheduled headway.

The details of other fines are provided here as under. The penalties will be invoked on per instant basis unless otherwise defined

**FINES FOR DEFICIENCIES RELATED TO THE CONDITIONS OF THE VEHICLES**

<b>Description of the infraction</b>	<b>Fine (No. of KM's)</b>
To place any type of decoration or non-functional items inside or outside the vehicle, which have not been installed by the original manufacturer of the chassis or body	15
To polarize, totally or partially, side, front or back windows.	15
To use or to modify colors and designs of the external paintwork of the vehicle outside the standards parameters established by Client.	15
To install additional lamps such as “explorers”, chassis illumination or decoration, which are not regulatory or installed by the original manufacturer	15
Stickers in the bus are missing	10
To place advertising material not authorized by the PMA or to infringe regulation regarding advertising material in vehicles.	15
To drive with lights off at night.	15
To operate equipment with sound inside the vehicle, or to read announcements not authorized by the Client	15
To use unauthorized electronic equipment by the driver (cell phones, walkman, etc.) during driving	50
To drive with defective front, side and/or back or brake lights.	15
Broken, ripped or loose seat(s)	15
Section of handrail Missing / loose or with cutting edges.	15
Missing / Broken / Insufficient number of grab handles	15
Broken / Cracked side, Window, Front or back screen, Rear View Mirrors	15
Lack of illumination or incorrect arrangement in terms of visibility of interior and exterior route displays OR Non-functional interior or exterior route displays	20
To operate vehicle with visible dents/impacts/breakage. (inside and outside)	20
Inadequate operation of passenger access doors, either due to damage or incorrect operation including nonfunctional door cameras and display units which affects boarding and alighting times or safety of passengers.	20
Incorrect operation or damage to doors for emergency exits.	25
To violate or to alter without prior authorization of the system’s manager its control or any of its parts (On Board Unit (OBU), GPS Antena and all other equipment for that purpose).	25

<b>Description of the infraction</b>	<b>Fine (No. of KM's)</b>
Improper / No Announcements	30
Missing (As per quantity installed by the manufacturer) / non-functional fire extinguishers	30
Missing (As per quantity installed by the manufacturer) Emergency Glass Breaking Hammers	30
Tyres worn out or in unsuitable condition	50
Non-compliant Bus Specification. Fine shall be imposed against number of buses with non-compliance.	100 for each non-compliance x No of days of non-compliance
Operating without vehicle fitness certificate/ violation of Motor Vehicles Ordinance/Act	20
Controller Area Network (CAN) Module in buses failed to collect the required data for OBU or CAN fail to work properly.	50

#### **FINES FOR DEFICIENCIES RELATED TO USER OPERATION**

<b>Description of the infraction</b>	<b>Fine (No. of KM's)</b>
Parking/Not Parking vehicles at locations and/or quantity and/or time other than specified by the client. Fine shall be imposed against number of vehicles with non-compliance.	30
Stopping at a station and/or platform not established on the route Schedule for a service without the prior authorization or instruction of the PMA / Client	25
Changing the route of a service without the prior authorization or instruction of the PMA / Client	30
Operating hours or services not authorized by the PMA / Client	20
Taking up or setting down passengers at points other than the station stops.	20
Driving outside the routes or trunk routes established by the PMA without its authorization.	20
Delaying operation without cause.	15
Stopping bus at station for a time lesser than specified in the schedule	50
Overtaking vehicles of the same service without the authorization of PMA / Client	25
To run out of charge during trip	50
Air Conditioning not as per the prescribed bus specifications	35

Failure to deliver bus camera video to The Client <i>(The penalty will be 500 Km if the video demanded is expected to reveal critical incident such as accident or Operator is unwilling to share the video for his own vested interest)</i>	50
Failure to follow or acknowledge instructions issued by the Control Center, operations personnel OR Any act/instance which is non-conforming to Authority's Rules/Regulations/Contract/Instructions, not covered in other sections of SLA	30 x A  Where A = 1 to 100 depending upon sensitivity of event and decision from The Client
Failure to arrange repairs of the damages to PMA Property caused by the Operator within the prescribed time frame.	25 x No of days delayed
Injury caused to the passenger due to negligence in operations including but not limited to improper docking, improper dwell time, improper door operations, improper vehicle acceleration and deceleration etc. In addition to the penalty, the case will be dealt as per RFP clause 11.31.	1000
Not informing Control center about vehicle breakdown or abnormal bus operation	15

#### **SANCTIONS AGAINST DRIVERS**

<b>CONDUCT DESCRIPTION</b>	<b>FINE (NO. OF KMS)</b>
Failure to carry personal and/or vehicle identification.	5
Using non-personal On-Board Unit (OBU) Driver Card	50
Communicating with passengers without any purpose or authorization during normal operations.	35
Refusal to provide information	10
Slight infringement with other traffic	10
Drivers found ignorant about code of conduct about drivers or Standard Operating Procedure of the operator in emergency	10
Drivers engaged in operation without training	10
Driver unable to operate On Board Unit of the Bus	10
Drivers observed without valid PSV license	20
To cross a red light	50
To reverse in trunk routes, stations or portals without authorization	20
To carry weapons of any kind	10

<b>CONDUCT DESCRIPTION</b>	<b>FINE (NO. OF KMS)</b>
Disobedience to authorities	20
Drunkenness on duty or smoking while driving	20
To cause an accident due to irresponsible behavior	20
Improper parking of bus at stops posing a risk to passenger safety and/or causing potential or actual obstruction to traffic flow.	30
To drive above speed limits	50
Stopping bus ahead of the stop bar	10
To take Passengers illegally	5
Abandoning and/or alighting from vehicle without cause and/or authorization from the PMA / Client	100
Verbal or physical ill-treatment with passenger (referring to driver)	Termination of the Driver
To charge tariffs inside the vehicles of the trunk route system	10
To move the bus without fully closing the doors	500
Block road for other vehicle or obstruct flow of vehicle	15
Park bus outside bus bay	20

#### **FINES OF INSTITUTIONAL OR ADMINISTRATIVE NATURE**

<b>Description of the infraction</b>	<b>Fine (No. of KM's)</b>
Failure delivers information required by the PMA / Client, or delivers same outside the terms which for this purpose the PMA / Client may establish.	25
To refuse to accept the visits of the PMA's / Client's inspectors, to hide information or to provide partial or erroneous information.	25
To implement administrative and accounting practices which impair the reliability of the accounting and financial information which the Operator will keep in accordance with this Contract.	10
When it is shown that there are deliberate practices which restrict free competition or which imply abuse of the dominant position which the Operator could have obtained as a result of this contract, or of this Contract in conjunction with other contracts related to the functionality of the Metro Bus System.	10
To omit specifications, limitations of content or norms contained in the manuals and regulations which the PMA / Client issues or has issued regarding placement of advertising material inside the trunk route buses.	10

<b>Description of the infraction</b>	<b>Fine (No. of KM's)</b>
To omit compliance with obligations regarding driver training	50
To omit compliance with obligations established by the employment and social security regime regarding drivers.	10
To breach contractual provisions regarding financial mechanisms and liens on vehicles.	10
To transfer title of vehicles without the prior, express and written authorization of the PMA / Client	10

**Fines for Environmental violations**

<b>Description of the Infraction</b>	<b>Fine (No. of Km's)</b>
Noise emissions above environmental standards	50
To operate with leaking lubricants.	25
Non-compliance with the acceptable waste disposal	50

The total penalties measured in Km's on monthly basis will be fined according to the following chart:

<b>Monthly Accumulated Penalties in Km's</b>	<b>Kilometers fined based on Monthly evaluation</b>
Less than 100 Km's	-
100-250 Km's	70% of Accumulated Penalties in Km's
251-500 Km's	80% of Accumulated Penalties in Km's
501 - 750 Km's	90% of Accumulated Penalties in Km's
751 - 1000 Km's	100% of Accumulated Penalties in Km's
Above 1000 Km's	200% of Accumulated Penalties in Km's

## ANNEXURE-C: ADJUSTMENT OF THE RATE PER KM

### Non-Excess and Excess Rate Adjustment

- The adjustments in the rate per km will be subjected to subsequent variations in the base values and procedures laid down in the coming sections.
- For quarterly based adjustments, the first quarter considered shall start from the first complete calendar month after the bid submission. For annual based adjustments in Tyres, the first year considered shall start from the first complete calendar month after the bid submission. For annual based adjustments in Salaries, the first year considered shall start from the first complete calendar month after the date of commencement of operations.
- The parameters established for calculating the cost basket are estimates and therefore, failure to actually meet the same will not entitle any party to request adjustments in the calculation procedure of tariffs nor in the economic compensation of any kind.
- The adjusted bid rate for monthly payment shall govern irrespective of whether it is higher or lower than the original Bid Rate.
- Adjustments to the Monthly Payments will be made on the following indexation parameters:

<b>Rate</b>	<b>Indexations</b>	<b>Frequency</b>
Per Kilometer Routine Maintenance <b>(PKRM)</b>	Consumer price index variation in Motor Vehicle Accessories mentioned in Price Statistics published by Pakistan Bureau of Statistics (PBS), Government of Pakistan	Quarterly
Per Kilometer Periodic Maintenance <b>(PKPM)</b>	Consumer price index variation in Motor Vehicle Accessories mentioned in Price Statistics published by PBS	Quarterly
Per Kilometer Tyres <b>(PKT)</b>	Wholesale price index variation in Auto Tires mentioned in Price Statistics published by PBS	Annual
Per Kilometer Lubricants / Other Fluids <b>(PKL)</b>	Wholesale price index variation in Mobil Oil mentioned in Price Statistics published by PBS	Monthly
Per Kilometer Salaries <b>(PKS)</b>	CPI inflation measured in increase percentage on year-on-year basis published by PBS	Annual

### **Adjustments to Routine Maintenance**

$$\text{PKRM Adjusted} = \text{PKRM Reference} \times \text{MVAI Revised} / \text{MVAI Reference}$$

Where;

PKRM Adjusted: Adjusted per kilometer routine maintenance rate

PKRM Reference: Per kilometer rate of routine maintenance in the Financial Bid

MVAI Revised: Motor Vehicle Accessories Index at the end of each quarter.

MVAI Reference: Motor Vehicle Accessories Index at the time of bid submission

### **Adjustments to Periodic Maintenance**

$$\text{PKPM Adjusted} = \text{PKPM Reference} \times \text{MVAI Revised} / \text{MVAI Reference}$$

Where;

PKPM Adjusted: Adjusted per kilometer periodic maintenance rate

PKPM Reference: Per kilometer rate of periodic maintenance in the Financial Bid

MVAI Revised: Motor Vehicle Accessories Index at the end of quarter

MVAI Reference: Motor Vehicle Accessories Index at the time of bid submission

### **Adjustments to Tyres**

$$\text{PKT Adjusted} = \text{PKT Reference} \times \text{ATI Revised} / \text{ATI Reference}$$

Where;

PKT Adjusted: Adjusted per kilometer tyres rate

PKT Reference: Per kilometer rate of tyres in the Financial Bid.

ATI Revised: Auto Tires Index at the end of each year

ATI Reference: Auto Tires Index at the time of bid submission

### **Adjustments to Lubricants / Other Fluids**

$$\text{PKL Adjusted} = \text{PKL Reference} \times \text{MOI Revised} / \text{MOI Reference}$$

Where;

PKL Adjusted: Adjusted per kilometer lubricants / other fluids rate

PKL Reference: Per kilometer rate of lubricants / other fluids in the Financial Bid

MOI Revised: Mobil Oil Index at the end of each year

MOI Reference: Mobil Oil Index at the time of bid submission

**Adjustments to Salaries**

PKS Adjusted = PKS Reference x CPI Revised / CPI Reference

Where;

PKS Adjusted: Adjusted per kilometer Salary rate

PKS Reference: Per kilometer Salary rate in the Financial Bid.

CPI Revised: Revised CPI at the end of each year.

CPI Reference: Reference CPI at the time of commencement of operations.

**TOTAL MONTHLY PER KILOMETER RATE**

Non-Excess Kilometer Rate = Applicable Per Kilometer Investment Rate (*as quoted in the bid*) + PKRM Adjusted + PKPM Adjusted + PKT Adjusted + PKL Adjusted + PKS Adjusted

Excess Kilometer Rate = PKRM Adjusted + PKPM Adjusted + PKT Adjusted + PKL Adjusted

## ANNEXURE-D: SPECIFICATIONS FOR 9m ELECTRIC BUS

Operator has to conform to the following specifications for brand new electric bus (9m)

<b>Section 1: General</b>		
1.1	<b>Introduction</b>	
	<p>This document defines the minimum technical, functional, and performance requirements for electric buses intended for high-capacity urban transit corridors. The bidder must meet or exceed the mentioned specifications. The complete bus shall be robust, rattle-free, and designed for intensive urban and sub-urban operations. All applicable safety, reliability, and regulatory aspects shall be duly considered and fully integrated into the design, engineering, and fabrication of the vehicle and its subsystems. The client intends to procure modern, state-of-the-art electric buses that incorporate the latest proven technologies in electric propulsion, energy management, passenger comfort, and safety systems. The buses shall deliver a high standard of ride quality, operational efficiency, and passenger comfort, while presenting a contemporary design suitable for urban and sub-urban public transport services. The Client reserves the right to permit minor variations to the specifications provided below, provided such variations do not compromise the overall objective.</p>	
<b>Section 2: Design &amp; Performance</b>		
2.1	<b>Capacity / Dimension</b>	
A	<b>Design</b> Capacity	Minimum 50 passengers (sitting + standing) <b>with 25 or more passenger seats.</b>
B	Overall Length	9.0 m (Variations up to 5% is acceptable)
C	Overall Width	2.5 meters (variation with $\pm 2\%$ ), as measured from one exterior side to the other (excluding wing mirrors).
D	Overall Height	Max 3500 mm
E	Gradeability (Fully Laden)	17% %
F	Angle of Approach (Unladen)	7 to 8 degrees
G	Angle of Departure (Unladen)	7 to 8 degrees
H	Floor Height (From Road Surface To Interior Floor At Doorways)	350 mm
I	Ground Clearance (Minimum)	260 mm (From the ground to the lower edge of entrance floor)
J	Tire Construction / Width	Aluminum Alloy Rim, 255/70R19.5 to 275/70R22.5
K	Turning Radius, Outer Wheel Track (Maximum)	11.0 meters
2.2	<b>Performance Features:</b>	
A	Acceleration (Fully Laden with A/C On)	0–20 km/h: ~8–10 s; 0–50 km/h: ~20–30 s
B	Braking distance at 30 Km /h (Fully Laden)	Max ~10–12 m
C	Emission	Zero tailpipe emissions (electric)
D	External Noise	Max ~80–85 dBA
E	Internal Noise	Max ~75–80 dBA

F	Steering Position	Driver cabin (right side)
2.3	<b>Battery System</b>	
A	Battery Type	Lithium-ion Battery (LiFePO <sub>4</sub> ) with Protection Level IP6K9K
B	Battery Pack Safety	The battery pack is designed with an anti-collision structure, and the test force is not less than 200KN. A nitrogen protection system is required in the battery box to ensure the battery box in an anaerobic environment to reduce the risk of fire when the battery pack is short or thermally out of control in a low oxygen environment. Each Battery pack is equipped with fireproof paper with a fire resistance of 1,300 degree centigrade.
C	Battery Capacity (Minimum)	255 kWh
D	Bus Mileage	Not less than 225 km (throughout 12 Years of operations from the start of O&M date) on single charge (100% to 20% battery consumption) fully loaded with AC working.
2.4	<b>Motor System</b>	
A	Size Of Electric Motor For Propulsion System (Peak Power Minimum)	240 kW
B	Size Of Electric Motor For Propulsion System (Rated Power Minimum)	120 kW
C	Motor Type	Permanent Magnet Synchronous Motor (PMSM) with Protection Level IP6K9K
2.5	<b>Chargers</b>	
	<p><b>Charger Requirements</b></p> <ul style="list-style-type: none"> <li>- Location: Depots or any other designated place</li> <li>- Type: Slow and Fast Chargers</li> <li>- Guns per Charger: 2</li> <li>- Capacity: <ul style="list-style-type: none"> <li>- Slow: 80 kW/gun (160 kW total)</li> <li>- Fast: 160 kW/gun (320 kW total, 260 kW for 9M buses)</li> </ul> </li> <li>- Output Voltage: <ul style="list-style-type: none"> <li>- Slow: 200V-750V</li> <li>- Fast: 100V-1,000V</li> </ul> </li> <li>- Productivity: ≥95%</li> <li>- Power Factor: ≥0.98 (above 50% load)</li> </ul> <p><b>Safety Standards</b></p> <ul style="list-style-type: none"> <li>- IEC 61851 or GB/T 18487.1</li> <li>- IP55 ingress protection</li> <li>- IEC 60364 part 7-722 or GB/T 16895</li> </ul>	

	<ul style="list-style-type: none"> <li>- Automatic shut-off and safety features</li> <li>- Protection against: <ul style="list-style-type: none"> <li>- Short-circuits and overloads</li> <li>- Electric shocks and electrocution</li> <li>- Overvoltage</li> </ul> </li> </ul>	
<b>Section:3 Accessibility</b>		
3.1	<b>Doors</b>	
A	Doors Quantity, Direction and interspacing	1 wide door on Left side (Opposite to Driver's Side) aligned in the middle of the bus
B	Door size & type	<p><u>Door width= 1.2 m</u></p> <p><u>Type will be inward sliding/double swing.</u> Door Width is defined as clear space excluding any grab handles on the door. Door should not extend below the internal floor level of the bus. Access door would be provided with heavy-duty sealing to avoid ingress of dust into the passenger compartment. Glazing material &amp; glass in doors would be the same as in the side windows.</p>
C	Door Opening and Closing requirements	Doors shall be electronically / electro - pneumatically controlled and aligned with platform/kerb for level boarding (no steps). Actuation shall be via driver switch and passenger push buttons where applicable with master control for simultaneous closure.
d	Safety Provisions	<ul style="list-style-type: none"> <li>• Door position indicators on driver console. Obstruction detection sensors that reverse door closure if passengers or objects are in the doorway (effective until fully closed).</li> <li>• Warning signage and audible alarms during door movements.</li> <li>• Emergency exits provided as per international vehicle standards.</li> <li>• CCTV or door cameras with in-cab displays for safe door operation (compatible with ITS requirements)</li> </ul>
3.2	<b>Ergonomics</b>	
a	Interior Free-Standing Height (Front)	Minimum 2.1m to 2.4 m
<b>Section 4: Passenger Safety</b>		
4.1	<b>Introduction</b>	
	Passenger safety, speed, and secure movement while boarding, accessing or leaving seats, and alighting are paramount to ensure service is attractive, timely, and instills passenger confidence.	
4.2	<b>Stanchions/handrails and Grab Handles</b>	

	High-visibility contrasting colors, installed from floor to ceiling or seatback to ceiling as appropriate. Fitted throughout vehicle length near aisles for standing passenger support. Height designed for comfortable grip for passengers of all heights.	
4.3	<b>Over hang hand rails:</b> Maximum height: <b>1900 mm</b> from floor level, consistent with light rail vehicle standards.	
4.4	<b>Knurling</b> is not encouraged for general cleanliness and hygiene reasons.	
4.5	<b>Safety and Emergency Provisions:</b> <ul style="list-style-type: none"> <li>• Emergency exits, including roof hatches.</li> <li>• Fire extinguishers, emergency hammers, bells, alarms.</li> <li>• Pneumatic doors switchable to manual during emergencies.</li> <li>• CCTV/door cameras with in-cab displays.</li> <li>• Clear passenger signage and instructions.</li> <li>• Compliant with international safety standards.</li> </ul>	
<b>Section 5: Passenger comfort and Use</b>		
5.1	Seating	
a	Passenger Area	Minimum 0.25 m <sup>2</sup> per standing passenger 0.35–0.40 m <sup>2</sup> per seated passenger
b	Seat design & material	Ergonomically designed, durable, fire-retardant, water- and dust-proof. Seats withstand high-frequency daily use; modular layout allows flexibility.
c	Provisions for specially challenged people	Minimum 1 wheelchair space with seat belt and anchorage per module At least 4 color-coded seats near doors for people with disabilities, elderly, or specially challenged passengers Manual pulldown ramp at each door for wheelchair access
5.2	Lighting Passenger Comfort	Energy-efficient LED lighting throughout saloon. Minimum 200 LUX at seat level. Even distribution in all modules.
<b>Section 6: Design Features of Bus</b>		
6.1	Vehicle Drive / Control	Steering on the right side
6.2	Vehicle Design	Designed for 16–20 hours daily operation in high-capacity urban corridors. Capable of handling up to 120% of design capacity, with average passenger weight ~68 kg. Frequent starts/stops with average operational speed ~18–20 km/h, maximum design speed ~70–80 km/h (electronically limited). All components of heavy-duty urban standard.
6.3	Vehicle Suitability	Proven design adapted for local climate, urban infrastructure, road conditions, and passenger demand.

6.4	Vehicle Structure	Compliant with structural strength, stability, deflection, vibration, crashworthiness, and roll-over protection standards. Loads considered include: <ul style="list-style-type: none"> <li>• Static Loads</li> <li>• Dynamic Loads</li> <li>• Single/Double wheel bump loads</li> <li>• Braking &amp; acceleration loads</li> <li>• Front impact loads</li> <li>• Speed bump &amp; pothole loads</li> </ul>
6.5	Vehicle Body Design	Conforms to international code of practice. Modular body allows flexibility for maintenance and passenger flow.
6.6	Anti-Corrosion Treatment	Multi-stage anti-rust/corrosion treatment for flooring, sides, roof, undercarriage, bogies, and suspension components. Designed to resist atmospheric corrosion, water, dust, and road salts for 8+ years of service.
6.7	Under Structure Treatment	All exposed surfaces treated with corrosion-resistant and flame-retardant coatings. Wheel housings designed to contain tyre/road debris and provide adequate clearance and ventilation to prevent overheating of wheels/brakes.
6.8	Floor Treatment	Anti-slip, fire-retardant flooring with full sealing to prevent ingress of water, dust, or gases. Level-floor design ensures step-free access.
6.9	Driver Cabin	The design of Driver Cabin would be such that it prevents passenger-driver interaction in normal conditions, does not block the view of side mirrors and with proper air conditioning inside. The design will be approved by the Client.
6.10	Rear View Mirrors	Exterior mirrors or cameras on both sides for side/rear visibility. Interior cameras allow monitoring of saloon for passenger safety. Ensures standing passengers do not obstruct driver sightlines.
6.11	Electrical Wiring	Flame-proof, durable cabling. Positive terminals secured; cables and conduits loomed for vibration resistance.
6.12	Treatment for Resonant Vibrations	All structure, body, and panel-bending mode frequencies, including vertical, lateral, and torsional modes, would be sufficiently removed from all primary excitation frequencies to minimize audible, visible, or sensible resonant vibrations during normal service.
6.13	<b>Deflection under GVW:</b> Fully loaded bus under static or crush load conditions shall not impair vehicle operation, including doors, passenger escape mechanisms, and electrical/electronic systems.	
6.14	<b>Operational Life:</b> Designed to operate 12 years or 1.2 million km, whichever occurs earlier, under urban transit conditions.	

6.15	Materials	As per internationally acceptable standards
6.16	Front, Rear and Side Windows Glass	Tinted, safety glass to reduce glare and enhance comfort. Tint color and light transmission to be determined by the Client. Windows should be durable, scratch-resistant, and integrate with vehicle insulation.
<b>Section 7: Propulsion / Power System</b>		
7.1	Electric traction motors designed for urban bus operation. Power rated to ensure required acceleration, speed, and load performance without overheating. Motors optimized for high torque at low RPM and efficient energy use over frequent stops/starts.	
7.2	<b>Ambient Conditions:</b>	
a	Operating Temperature	-5 to 50 degrees centigrade
b	Humidity Level	5% to 100%
c	Dust Level	Dust stirred up from paved and unpaved roads, windblown dust, dust from construction activity near corridor.
d	Altitude Level	Over 700 m
7.3	Insulation / Compartment Separation	Engine / traction motor and battery compartments insulated to prevent heat and noise transfer to passenger saloon. Bulkheads separate passengers from propulsion equipment.
7.4	Protection against Fire	Non-flammable or fire-resistant materials used in motor/battery compartments carrying motors / batteries. Heat-resistant partitions installed. Battery packs include thermal runaway protection and fire suppression systems.
7.5	Air Intake / Cooling	Air intake design ensures dust-free, filtered airflow to traction motors, inverters, and batteries. Cooling systems (liquid or forced-air) designed to maintain optimal operating temperature under full load.
7.6	Cooling System	Heavy-duty electric or hybrid cooling systems with redundant circuits for traction motors, battery packs, and electronics. Designed for continuous operation in urban conditions.
<b>Section 8: Paint</b>		
	All the structural members of the bus would be treated for corrosion prevention internally as well as externally and painted wherever required.	
8.1	<b>Internal Paint</b>	
	Multi-layer anti-corrosion coating on interior surfaces. Durable against daily wear and cleaning, with 12-year expected life. Color scheme to be decided by the Client	
8.2	<b>External Paint</b>	

	Multi-layer anti-corrosion and UV-resistant coating. Durable for 12 years in urban exposure conditions. Color scheme to be decided by the Client	
8.3	Overall Structural Protection	All <b>exposed surfaces of</b> structural members (floor, roof, sides, underframe) <b>should be treated internally and externally</b> for corrosion prevention.
<b>Section 9: Color Scheme/ Graphics</b>		
	Client-directed color scheme for exterior, interior, and doors. Reserved seating for persons with disabilities, ladies, and senior citizens clearly marked. Vehicle branding and graphics in compliance with bus corporate identity.	
<b>Section 10: Air Conditioning / Thermal Comfort</b>		
10.1	<p>Saloon Temperature Control:  Maintain <b>max 25°C to 28°C</b> throughout the vehicle under:</p> <ul style="list-style-type: none"> <li>• Hot ambient temperatures up to 50°C</li> <li>• Cold temperatures down to -1°C</li> <li>• <b>100%</b> up to <b>90%</b> humidity</li> <li>• Dusty environments</li> <li>• Vehicle loaded to 120% of the design capacity</li> <li>• Frequent door operations (45 sec open/dwell/close) with 700–1200 m interstation distance</li> </ul> <p><b>A temperature gauge with display of bus saloon temperature will be installed in driver's cabin for monitoring purposes.</b></p>	
10.2	Air curtains installed at all passenger doors to minimize heat/cool loss during boarding/alighting. Minimum air flow 1000 ±50 m <sup>3</sup> /hr. Design accounted for in vehicle energy budget and power management.	
<b>Section 11: Electronic system</b>		
11.1	Electronics/Telematics /VTS requirement	The bus architecture should be compatible with ITS and Vehicle Tracking System (VTS). There should be provision on the bus for installation of Driver's console for Bus Scheduling System
11.2	Destination Boards	The vehicle should have three (front, rear, left side) electronic route destination boards -LED based (day light viewable) with PC interface or equivalent with suitable matrix size. Operator will make all necessary arrangements to program, control and display messages in English and Urdu languages
11.3	Passenger Information System (PIS)	<p>Minimum one LCDs of suitable dimensions for clear visibility to all passengers</p> <p>Complete sound system for noise free announcements (pre-recorded and live) equipped with mics clearly audible to all passengers. One exterior speaker for exclusive use of passengers outside the bus</p> <p>PIS shall also receive display information and</p>

		<p>voice announcement commands from the onboard GPS vehicle control module based on stored memory on the bus.</p> <p>Display and Audio system on the bus must have communication interfaces to receive audio/video data from multiple sources as mentioned above</p>
11.5	Surveillance Cameras	<p>Minimum five cameras with recording facility. One camera installed in Driver's Cabin. Second on the front of bus and third camera on main access door respectively. The camera on access door shall be equipped with passenger counting system during entry and exit.</p> <p>Two cameras on front and back of the bus to record the road view during operations. The location of cameras should be such as to have maximum possible perspective. The cameras on main access doors must fully cover the fare validation system area to record evidence of fare evasion if any.</p> <p>Operator should have set up to download video data from each bus on daily basis and retain for a period of no less than 7 15 days</p>
11.6	Controller Area Network (CAN) Module	<p>Controller Area Network (CAN) module must be capable of providing following data</p> <ul style="list-style-type: none"> <li>• Acceleration,</li> <li>• Deceleration,</li> <li>• Breaking (All kinds of Break),</li> <li>• Gear shifting, (Not required in case of Manual Gear Shifting)</li> <li>• Fuel information,</li> <li>• Engine RPM,</li> <li>• Bus speed,</li> <li>• Doors control (open/close) information,</li> <li>• Bus saloon temperature data/information,</li> <li>• Motor data/information,</li> <li>• Battery data/information.</li> </ul> <p>The CAN module manual shall be in English with proper identification of wire and terminal numbers/tagging as per actual installed in the bus. Provide detailed information on the protocol used in CAN module and its compatibility factor.</p> <p>The information should be accessible after integration of CAN Module with ITS system to be provided by the Client</p>

## ANNEXURE-E: PERFORMANCE SECURITY FORMAT

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

**Claim Lodgment Date:**

**WHEREAS** [Name and Address of the Operator] (hereinafter called "the Operator") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Operator shall furnish Performance Security, within fifteen (15) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

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

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

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

**GUARANTOR**

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## **TECHNICAL PROPOSAL SUBMISSION - STANDARD FORMS**

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

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

**FORM TECH-0 COVER LETTER**

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[Date]

To  
(Name and address of Client)

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

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We hereby irrevocably agree to execute a contract in the form to be provided by [insert name of the Client], which shall incorporate all agreements and undertakings contained herein, without any alterations, modifications, or amendments to the terms and conditions set forth in the tender documents.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the criteria indicated in your tender document. The details are as under:

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

**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

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[ Date]

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

Dear Sir,

We, [Bidder's Name], hereby submit our Proposal in response to the Request for Proposal (RFP) / Tender Document titled [insert title of assignment] dated [insert date] issued by [Client's Organization]. We are pleased to offer our services in accordance with the requirements outlined in the RFP document.. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal.

We undertake, if our Proposal is accepted, to provide the services against the tender named\_(insert title of assignment)

We hereby declare that we have read and understood the terms and conditions of the RFP document and our Proposal is in compliance with the same.

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**FORM TECH-2 JOINT VENTURE DETAILS**

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*To be filled in case of Joint Venture only*

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

**FORM TECH-3 DETAILS REQUIRED FOR TECHNICAL EVALUATION**

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*The Bidder, and all partners jointly in the case of a Joint Venture, shall complete the following data form, providing supporting documentation as specified in Annex A. The Client reserves the right to request additional information to substantiate the values or information submitted by the Bidder against any criteria.*

<b>Sr No.</b>	<b>Criteria</b>	<b>Enter Value/information</b>
1	Number of routes (urban and intercity) operated successfully for a period of no less than 01 year	
2	Maximum Bus Fleet operated and maintained	
3	At least one year Operational Experience of Urban Transport in Multan	
4	Total number of human resources managed by the company related to bus operations and maintenance	
5	Number of years of bus operations (Bus Operations including but not limited to Urban and Intercity)	
6	Average Annual Turnover in last three years in PKR Millions	
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	
8	CURRENT RATIO (Ratio of current assets of the firm to its current liabilities in the last Fiscal Year)	
9	DEBT RATIO (ratio of total liabilities to total assets in the last Fiscal Year)	

## FORM TECH-4 FINANCIAL STRENGTH

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

Information from Balance Sheet:(In PKR) for the last Fiscal Year	
(1) Total Assets	
(2) Current Assets	
(3) Total Liabilities	
(4) Current Liabilities	
Information from Income Statement: Total Revenue (including subsidy from the Government if any) for last three (03) applicable Fiscal Years: (In PKR)	
(5) First Year	
(6) Second Year	
(7) Third Year	

<b>Current Ratio (2) / (4)</b>	
<b>Debt Ratio (3) / (1)</b>	
<b>Average Annual Turnover [(5) + (6) + (7)] / 3</b>	

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

Bidder has to provide copies of the original audited financial statements for the last three financial years. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in ~~the~~ this Form Tech-4 worked out as follows:

- (i) The exchange rates for conversion will be sourced from xe.com.
- (ii) For assets and liabilities, exchange rate of closing date of Balance Sheet will be used.
- (iii) For Income Statement, the average of the exchange rates for the relevant year will be used. ~~by using the average exchange rate for the relevant time period obtained from xe.com.~~ Where the financial statements are not in English, attested and notarized English-copies or in form of Foreign Apostille Certificate, of the Income Statement (and Statement of Other Comprehensive Income), Balance Sheet, Statement of Cash Flows and Statement of Shareholders' Equity must be provided.

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

## FORM TECH-5 POWER OF ATTORNEY

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*(On a Legal / Revenue Stamp Paper of PAKISTAN of the requisite value. In case of foreign firms, on letterhead signed by authorized person bearing company stamp)*

We [name of the company and address of the registered office] do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing National Identity Card (CNIC) of PAKISTAN OR equivalent as in Bidder's country of origin. (Ref No \_\_\_\_\_, copy enclosed) who is presently engaged with us and holding the position of \_\_\_\_\_, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Name of the Tender] in response to the tenders invited by the Punjab Masstransit Authority including signing and submission of all documents and providing information/responses to Punjab Masstransit Authority in all matters in connection with our Bid.

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

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

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

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### ***Instructions for preparation of power of attorney***

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

**FORM TECH-6 UNDERTAKING**

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*(On a Legal / Revenue Stamp Paper of PAKISTAN of the requisite value. In case of foreign firms, on letterhead signed by authorized person bearing company stamp)*

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

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**FORM TECH-7 INTEGRITY PACT**

---

*(On a Legal / Revenue Stamp Paper of PAKISTAN of the requisite value. In case of foreign firms, on letterhead signed by authorized person bearing company stamp)*

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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [Name of bidder / supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

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

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

**FORM TECH-8 AFFIDAVIT FOR NON-BLACKLISTING**

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*(On a Legal / Revenue Stamp Paper of PAKISTAN of the requisite value. In case of foreign firms, on letterhead signed by authorized person bearing company stamp)*

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

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

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## **FINANCIAL PROPOSAL SUBMISSION - STANDARD FORMS**

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

FORM FIN-1	Financial Proposal Submission Form.
FORM FIN-2	Price Table
FORM FIN-3	Price Details-A
FORM FIN-4	Price Details-B
FORM FIN-5	Tender Security Format

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

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

Dear Sir,

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

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

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

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

Signed

In the capacity of:

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

Date:

**FORM FIN-2 PRICE TABLE**

Sr No	Item	PKR
1	Provision of services on a service-based model for 12 years including supply, operation & maintenance of 100 brand new fully electric 9m buses and all allied components required to successfully deliver the services along with all expenditure such as manufacturing, procurement, freight, duties, taxes, insurances, depreciation, interests, staff salaries, tyre, lubricants, spare parts etc.	<b>Z</b>  (In numbers and words)

Notes to the Price Table:

- 1) *Lowest value of “Z” will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully.*
- 2) *No advance payments will be made. Contract Payment will be made on monthly basis against plied kilometers as per terms and conditions of the Contract*
- 3) *The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.*

Date \_\_\_\_\_

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_

In the capacity of Duly authorized by

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

**FORM FIN-3 PRICE DETAILS-A**

**COMPUTATION OF Z**

<b>Year</b>	<b>O&amp;M Rate (A) PKR/ Km</b>	<b>Investment Rate (B) PKR/ Km</b>	<b>Non-Excess Km Rate (C = A+B) PKR/ Km</b>	<b>Annual Price (D = C x 100 - 4 x 60,000) PKR</b>
1	X			
2	X			
3	X			
4	X			
5	X			
6	X			
7	X			
8	X			
9	X			
10	X			
11	X			
12	X			
<b>TOTAL (T) =</b>				<b>Sum (D<sub>Year 1</sub> to D<sub>Year 12</sub>)</b>
<b>RESIDUAL VALUE OF BUS, CHARGERS AND ALLIED EQUIPMENT / MACHINERY (RV) =</b>				
<b>Z =</b>				<b>T – RV</b>

Note:

- The RV shall be adjusted from each monthly invoice as per the following formula  
Monthly Adjustments of RV = (RV/144 244)
- O&M Rate (X) shall remain subject to adjustments as per provisions in Annexure-C
- The Investment Cost shall be distributed in 5 or more number of years. The per kilometer Investment rate for any Contract Year shall not exceed a variation of ±10% over the preceding Contract Year in first 5 years.

## BREAKUP OF RESIDUAL VALUE (RV)

Sr. No	Item	Residual Value of Item
1	100 electric buses	
2	Slow and Fast Chargers	
3	Other allied equipment / machinery made available by the Operator	
	Total	RV

### Note:

- *The quoted Residual Value shall represent the estimated fair market value of the assets after completion of the Contract Period*
- *Upon expiry of the Contract Period, the Client shall have the **first right, but not the obligation**, to procure all or part of the assets deployed under this Contract at the **Residual Value quoted by the Private Party in its Financial Proposal**.*
- *The Client can purchase the assets by notifying the Operator 3 months before contract expiry or at any other time agreed by the parties, paying the Residual Value. If the option isn't exercised, the Operator can make use of the assets as they see fit.*



**FORM FIN-5 TENDER SECURITY FORMAT**

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

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

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

1. If the Bidder withdraws the Tender during the period of the Tender validity specified in the Tender Documents; or
2. If the Bidder does not accept the corrections of his Total Tender Price; or
3. If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the bid validity period.

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

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

**GUARANTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_