



**BIDDING DOCUMENTS
FOR**

**PROVISION, OPERATION AND MAINTENANCE OF
PUBLIC ADDRESS SYSTEM AND ALLIED
EQUIPMENT ON A SERVICE-BASED MODEL FOR
LMBS, PMBS AND MMBS**

**THE PUNJAB MASSTRANSIT AUTHORITY
GOVERNMENT OF THE PUNJAB**

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Section-I: Invitation to Bids

1.1 INVITATION TO BIDDERS

Bid Reference No. PMA/PAS/26/01

BIDDING DOCUMENTS FOR PROVISION, OPERATION AND MAINTENANCE OF PUBLIC ADDRESS SYSTEM AND ALLIED EQUIPMENT ON A SERVICE-BASED MODEL FOR LMBS, PMBS AND MMBS

1. Punjab Masstransit Authority (PMA), Government of the Punjab, ***invites electronic bids from eligible bidders*** having relevant experience in Electrical Works and O&M for Electrical works.

- a)** Provision, Installation, Testing, Commissioning, Calibration, Integration, Operations and Maintenance (O&M) of Public Address System (PAS) along with all necessary equipment (Turnkey solution) for LMBS, PMBS & MMBS to ensure their continuous, secure, and efficient functionality in accordance with the prescribed technical specifications, performance standards, and contractual obligations.
- b)** Provision of Operation & Maintenance (O&M) services for Public Address System (PAS) in accordance with the Scope of Work/Services and Service Level Agreement (SLA) for a period of three (03) years and the Procuring Agency/ Competent Authority reserves the right, at its sole discretion, to extend the duration of the Contract up to two (02) years, applicable to the project cities of Lahore, Rawalpindi-Islamabad, and Multan.

2. E-bidding Document as per regulations, containing, conditions, specifications and requirements etc. are available for the registered bidders on ***Punjab e-Procurement System at: <https://ep.punjab.gov.pk/>***.

3. The electronic bids, must be submitted by using Punjab e-Procurement System on or before ***08-10-2026 at 1100 hrs.*** Manual bids shall not be accepted. Electronic Bids will be opened on the same day at ***1130 Hrs*** in the presence of the bidder's designated representatives. The Bidding process will be conducted through the Bidding Procedures of Single Stage two envelope.

4. The procuring agency shall not be responsible for any failure on part of bidders to submit an e-bid or account of any technical error or internet failure. In case e-bid including entries and record submitted on Punjab e-Procurement System is found corrupt, unreadable, contains virus or submitted in wrong lot, such e-bid shall be rejected.

5. As per Rule 12(2) and 12(3), this tender is being placed online at Punjab e-Procurement System, PMA's and PPRA's website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites following websites;

<https://ep.punjab.gov.pk/>

<https://www.pma.punjab.gov.pk>

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

There shall be no tender fee for downloading bidding document or for submission of e-bids under the e-procurement system.

6. All interested bidders are required to register themselves by visiting the following link established by PPRA and become a register supplier under Punjab e-procurement system.
<https://ep.punjab.gov.pk/>

7. Each bidder shall furnish a **Bid Security** of **two (02%) percent of Estimated amount**. Bid Security must be submitted in favor of **MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT** on Punjab e-Procurement System (*Linked with BOP*) electronically in the manner prescribed by Punjab e-Procurement System. No physical financial instrument will be accepted.

8. The Suppliers / Firms / Bidders must be a legally established entity in Pakistan, registered as a **Sole Proprietor (with registrar of firms/relevant local authority), a Partnership Firm (registered with the Registrar of Firms), or a Company (incorporated with SECP), Federal Board of Revenue (FBR) and Punjab Revenue Authority (PRA)**. The Suppliers / firms must be **active Taxpayer (ATL)** at the time of tendering.

9. The Bidder shall comply with all applicable Federal and Provincial taxes, duties, levies, and statutory requirements. The Bidder shall pay wages to all deployed personnel at rates not less than the minimum wages notified by the Government of Punjab, as amended from time to time. The quoted rates shall be deemed to include compliance with these requirements, and any non-compliant bid may be declared non-responsive.

Sr. No.	Description of services	Estimated Amount (PKR)	Remarks
1.	Provision, Operation and Maintenance of Public Address System and Allied Equipment on a Service-Based Model for LMBS, PMBS and MMBS	77,702,947/-	Inclusive of all taxes except Sales tax

**DIRECTOR PROCUREMENT
PUNJAB MASSTRANSIT AUTHORITY**

5th Floor, Arfa Software Technology Park (ASTP)
346-B, Main Ferozepur Road, Lahore, Pakistan

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods and services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications and Scope of Services & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning the goods and provide O&M Services within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers/ JVs, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) except as provided hereinafter.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
 - v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who

shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

- vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.
- vii) Any agreement that forms a Joint Venture, Consortium or Association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or

- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xii) A Bidder may be ineligible if –
 - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) The firm, supplier and Supplier is blacklisted/ debarred by any international organization.
- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

- xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.
- 2.1.4. Eligible Goods and Services**
- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
 - ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
 - iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*
- 2.1.5. Cost of Bidding**
- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.1.6. One person one bid**
- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
 - ii) No Bidder can be a sub-Supplier while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
 - iii) A Bidder, if acting in the capacity of sub-Supplier in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said

Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated in the **BDS**, the Bidder's designated

representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the

Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise.
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly

authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents**

for all goods and related services which the Bidder proposes to deliver.

- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7 (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ninety (90) Days, beyond the validity of Bid.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than fifteen (15) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive

Bidder, Supplier or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder’s Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall prevail.

- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid

Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.

- b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address provided in the BDS;
- b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned

unopened to the Bidder.

- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- xii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

**2.5.2.
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the

rejection of its Bid.

- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- ii) Arithmetical errors will be rectified on the following basis: -
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications & Scope of Services, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7. Conversion

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and

**to Single
Currency**

comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.8. Post-
Qualification &
Evaluation of Bids**

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting
the Procuring
Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. ten (10) days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do

so in writing.

- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that

the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- vi) The GRC shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form

Purchase Order	provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order <i>[as the case may be]</i>. ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency. iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4. Award Criteria	i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. ii) The Bidders shall be promptly informed about the rejection of the Bids, if any iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any

other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Suppliers, and Suppliers observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Supplier in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or*

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting. – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Supplier from participating in any public procurement process of the procuring agency, if the bidder or Supplier indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Supplier from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

21. Blacklisting. – (1) *A procuring agency may, for a specified period, debar a bidder or Supplier from participating in any public procurement process of the procuring agency, if the bidder or Supplier has:*

(a) *acted in a manner detrimental to the public interest or good practices;*

(b) *consistently failed to perform his obligation under the Contract;*

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debar a bidder or Supplier under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Supplier for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Supplier of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Supplier from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Supplier.*
- 2. The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Supplier;*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Supplier from participating in any public procurement of the procuring agency; and*
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Supplier from participating*

in public procurements of all the procuring agencies.

3. *The procuring agency shall give minimum of seven days to the bidder or Supplier for submission of written reply of the show cause notice.*
4. *In case, the bidder or Supplier fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Supplier/ authorize representative of the bidder or Supplier and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Supplier submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Supplier for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Supplier for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Supplier, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Supplier the order of debarring the bidder or Supplier from participating in any public procurement with a statement that the bidder or Supplier may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Supplier from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the*

Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Supplier shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind

[Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Note:

1. Referenced Specifications of the Major components are listed below. Bidder should provision and integrate the complete solution on Turnkey basis.
2. All Goods supplied as part of Public Address System (PAS) must carry industry standard certifications to ascertain that the equipment have been manufactured and certified based on international standards.
3. The Equipment supplied shall withstand the harsh working conditions of vibration, heat, dust, moisture, rough usage, Radio interference.

Lahore Metrobus System (LMBS)

Specification of the Equipment

Wall Mounted Speakers

Sr. No	Description	Specification
1.	Root Mean Square (RMS) Power	≥ 30 Watts
2.	Frequency Response	≥ 40 Hz and ≤ 20kHz
3.	Sound Pressure Level (SPL)	≥ 80 dB
4.	Wall mountable	Yes
Installation of Wall Mounted Speakers	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.	

Audio Mixer Amplifier

Sr. No	Description	Specification
1.	Power Supply	230 Vac or 24V DC
2.	Speaker outputs	≤ 20Ω, ≤ 110V
3.	Frequency Response	≥ 40Hz and ≤ 20 kHz
4.	Rack mountable	Yes
5.	At least 3 quoted speakers supported	Yes

Installation of Audio Mixer Amplifier	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.		
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Microphone

Sr. No	Description	Specification		
1.	Frequency Response	$\geq 40\text{Hz}$ and $\leq 20\text{ kHz}$		
2.	Impedance	$\leq 1200\Omega$		
Installation of Microphone	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), desktop stand, connector, power adapter (if required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.			

DVD Player

Sr. No	Description	Specification		
1.	Playable Disc Types	DVD, DVD+R, DVD +RW		
2.	Progressive Scan	Yes		
3.	Video Playback	Yes		
4.	MP3	Yes		
5.	Connectivity (I/O)	1.Composite output 2.Component output 3.Digital coaxial audio output 4.USB		
6.	Remote Control	Yes		
Installation of DVD Player	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling (AV, Power, etc.), including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.			

12U Rack

Sr. No	Description	Specification
1.	Rack	12U Wall Mountable/Floor Standing Metallic Rack with 1. Lockable glass door, 2. Built in fans
Installation of Rack	Fixing of rack with all types of required accessories, electrification etc. Commissioning and Integration of entire Site System.	

Multan Metrobus System (MMBS)

Specification of the Equipment

Wall Mounted Speakers

Sr. No	Description	Specification
1.	Root Mean Square (RMS) Power	≥ 30 Watts
2.	Frequency Response	≥ 40 Hz and ≤ 20kHz
3.	Sound Pressure Level (SPL)	≥ 80 dB
4.	Wall mountable	Yes
Installation of Wall Mounted Speakers	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.	

Audio Mixer Amplifier

Sr. No	Description	Specification
1.	Power Supply	230 Vac or 24V DC
2.	Speaker outputs	≤ 20Ω, ≤ 110V
3.	Frequency Response	≥ 40Hz and ≤ 20 kHz
4.	Rack mountable	Yes
5.	At least 3 quoted speakers supported	Yes

Installation of Audio Mixer Amplifier	Installation, Calibration, Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.		
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Microphone

Sr. No	Description	Specification		
1.	Frequency Response	$\geq 40\text{Hz}$ and $\leq 20\text{ kHz}$		
2.	Impedance	$\leq 1200\Omega$		
Installation of Microphone	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), desktop stand, connector, power adapter (if required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.			

Pakistan Metrobus System (PMBS)

Specification of the Equipment

Wall Mounted Speakers

Sr. No	Description	Specification		
1.	Root Mean Square (RMS) Power	$\geq 30\text{ Watts}$		
2.	Frequency Response	$\geq 40\text{ Hz}$ and $\leq 20\text{kHz}$		
3.	Sound Pressure Level (SPL)	$\geq 80\text{ dB}$		
4.	Wall mountable	Yes		
Installation of Wall Mounted Speakers	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.			

Audio Mixer Amplifier

Sr. No	Description	Specification
1.	Power Supply	230 Vac or 24V DC
2.	Speaker outputs	$\leq 20\Omega$, $\leq 110V$
3.	Frequency Response	$\geq 40\text{Hz}$ and $\leq 20\text{ kHz}$
4.	Rack mountable	Yes
5.	At least 3 quoted speakers supported	Yes
Installation of Audio Mixer Amplifier	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.	

Microphone

Sr. No	Description	Specification
1.	Frequency Response	$\geq 40\text{Hz}$ and $\leq 20\text{ kHz}$
2.	Impedance	$\leq 1200\Omega$
Installation of Microphone	Installation / Calibration/ Testing with all types of required accessories such as all types of cabling including Piping/Ducting (where required), desktop stand, connector, power adapter (if required), electrification, wall mount brackets etc. Commissioning and Integration of entire Site System.	

12U Rack

Sr. No	Description	Specification
1.	Rack	12U Wall Mountable/Floor Standing Metallic Rack with 1. Lockable glass door, 2. Built in fans
Installation of Rack	Fixing of rack with all types of required accessories, electrification etc. Commissioning and Integration of entire Site System.	

Responsibility Matrix

The responsibility matrix provides the bare minimum interface requirement. The successful bidder shall interface with other vendors in accordance with the responsibility matrix as under:

Responsibilities w.r.t other Suppliers	AFC-BSS e-Ticketing System	Uninterruptible Power Supply (UPS)
Public Address System (PAS)	Integration with AFC-BSS - e-Ticketing System to play Real time and automated audio announcements.	Integration and connectivity of complete PAS System with already deployed UPS at each Station.

COMPREHENSIVE ONSITE EQUIPMENT WARRANTY

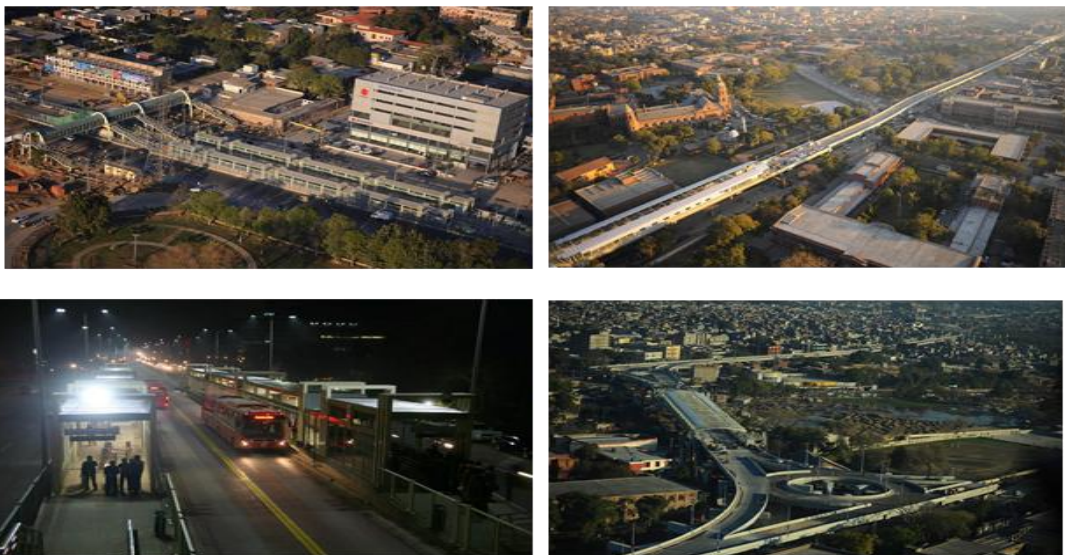
The Supplier shall provide comprehensive onsite warranty for all Goods/Equipment for a period not be less than **three (03) years** through authorized local distributor commencing the hand-over and acceptance date to the Procuring Agency. No equipment shall be accepted without warranty certificate from the manufacturer. It shall cover all costs for warranty service, including parts replacement, labor; prompt field service, pick-up, transportation, and delivery. No extra cost shall be admissible for warranty services.

3.2. Scope of Work and Services

Lahore Metrobus System (LMBS)

Overview and Objectives

PMA realizes the importance of providing safe, efficient, comfortable, and affordable Transport to the public and commissioned the Metro Bus Corridor in Lahore in 2013. MBS initially spans over approximately 27 KM running from Gajjumatta to Shahdara through Ferozepur Road named as Green Line. Key locations are targeted to maximize ridership from all surrounding areas. 27 stations are built throughout the entire route of MBS. The pictures below highlight general station layout and its perspective view.



Salient Features of the Project

- Total length of the corridor from Gajjumatta to Shahdara is approximately 27 Km.
- Two lane - limited access corridor (10m wide). Access is controlled by Fenced barrier along the curb sides. Intersections at Nishter, Gulabdevi, Kalma Chowk and Timber market.
- Portion from Canal to Bhati Station is elevated (8.3 Km)
- Portion from Niazi Station till start of Ravi Bridge is Mixed traffic zone.
- Total 27 Stations having average inter-distance of 1 km. Each station has two platforms each with three (03) docking bays except MAO College station which has five (05) docking bays. 18 numbers of stations are at-grade while 9 stations are elevated.
- The access to the stations is grade-separated. Pedestrian bridge is used for station access except Kalma, Canal, Qartaba and Azadi Stations where station access is through pedestrian underpasses.

- MAO, Qartaba and Canal stations have multiple accesses (at least four).
- There are 40 ticket offices/booths such that MAO has four (04) ticket booths, Shahdara, Bhatti, Katchery, Civil, Janazgah, Qartaba, Shama, Ichra, Canal and Gajjumata has two (02) ticket booths while remaining have only one (01).
- The pedestrian bridges and underpasses are used for stations access as well as road crossing.
- Station power is backed up by 100 KVA and 200 KVA gensets whose fueling is done during non-operational hours (11:00 PM – 5:30 AM).
- Bus Operational hours are from 6:15 AM to 11:00 PM according to the prevalent schedule and is subjected to change when desired by the Authority.
- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms.
- 64 Articulated air-conditioned buses (seating capacity 38+1, total capacity 160 per bus). Depot is located near Nishter Metrobus Station, Ferozepur Road, Lahore.
- Terminal stations i.e. Shahdara and Gajjumatta have bus turnarounds and bus parking space.
- Operations are monitored and controlled through Command & Control Center located in Arfa Karim Software Technology Park (ASTP), 5th Floor, Ferozepur Road, Lahore.

The whole operation will be monitored and controlled by Punjab Masstransit Authority from PMA Command and Control Centre that is established at Arfa Software Technology Park (ASTP), Lahore.

Lahore Metrobus System Scope

Provision, Installation, Testing, Commissioning, Calibration and Integration of complete Public Address System and Allied Equipment (PAS) for Lahore Metrobus System including warranty and Operation & Maintenance (O&M) as per SLA for three (03) years and the Procuring Agency/ Competent Authority reserves the right, at its sole discretion, to extend the duration of the Contract up to two (02) years for the 27 MBS Stations. The PAS comprises the following core components along with associated equipment and services:

- i. Wall Speakers
- ii. Amplifiers
- iii. Microphones
- iv. DVD Players
- v. 12 Racks
- vi. Connectivity with other systems (as per requirement)

Furthermore, the successful bidder can use existing already installed 12U Racks including allied equipment (as per actual) at LMBS Stations.

Integration services include complete integration on Turnkey basis of Public Address System (PAS) System/Components with:

- i) AFC-BSS e-Ticketing System
- ii) Uninterruptible Power Supply (UPS)

Supplier shall further fulfill the following requirements:

i. Cabling requirement

Appropriately rated electrical signal cables shall be used for this purpose. Cables to be provided shall consist of soft copper conductors (solid or stranded) protected by a suitable material (core insulation and Jacket combination). The Contactor shall specify the type of conductors and the material used for the core insulation and the jacket. Each insulated conductor shall be coded in accordance with a coding scheme to be defined by the Supplier in consultation with the Procuring Agency prior to cable procurement /manufacture. The cable construction shall be such that the conductors shall be laid concentrically and fillers (shall be of a non-metallic moisture-resistant material) shall be used where necessary to form a firm and uniformly rounded core. The cross section of the cable shall have all layers of conductors in concentric circles. Each conductor in each layer shall maintain its position relative to every other conductor in the layer throughout the entire length of the cable.

ii. Power

The Goods/Equipment/Items supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, and should be protected from over-voltage, over-heating and out-of-tolerance current surges. Supplier must ensure that all PAS equipment, as installed on the Stations, and Command & Control Centers is connected to the already available Station UPS; that are managed by other Supplier. Procuring Agency will be responsible for the provisioning of power at all stations.

iii. Earthing Requirement

The Supplier shall be responsible to follow the already available Earthing at the stations by using power through station UPS.

a) Communication Standards

The system shall support internationally accepted standards for data transmission between the system components at the central level, between the central and other levels as well between the unit's operating at each level.

b) Training

- Essential training to the operational staff of Procuring Agency shall be provided locally.
- The bidders are required to submit a comprehensive detailed system and network architectures of proposed solution as well as the detailed specifications of proposed

hardware components.

Scope of Works / Services Required from the Supplier

Detail of Services required, roles, responsibilities and scope of work are listed below:

1. Provision, Install, configure, customize, deploy, thoroughly test, maintain and operate all Public Address System (PAS) components including all related equipment necessary for the smooth running of the system, in accordance with provisions of this tender document, good industry practices, applicable laws, and technical specifications of components stated in this document.
2. Provision, Install, maintain and operate a robust, scalable, secure and efficient Public Address System (PAS) System at PMA Stations and Command & Control Centers.
3. Deploy suitably skilled personnel (dedicated team) for configuration/ customization, installation and prompt and efficient technical support/ maintenance of all Public Address System (PAS) components.
4. Adequate spare parts must be in place, in order to ensure uptime defined in the Service Level Agreements. Cost to be borne by Supplier/successful bidder.
5. Submit detailed design, specifications, documentation and manuals (also in softcopy) of related Public Address System (PAS) components being implemented.
6. Establish formats, standards, parameters and protocols for communication among the different sub-systems of Public Address System (PAS).
7. Adhere to time lines of the Public Address System (PAS) project implementation specified in this Tender Document.
8. Provide monthly/weekly reports on progress of Public Address System (PAS) implementation as per scope defined in this Tender Document.
9. Ensure quality, robustness and functionality of all hardware, software components associated with the Public Address System (PAS).
10. For all software and hardware related components impart meaningful, timely and comprehensive training to all staff associated with Public Address System (PAS) as well as selected staff of PMA.
11. Develop/Document detailed equipment and Public Address System (PAS) component maintenance plan, in consultation with PMA, and implement it. The plan must cover procedures and parameters for preventive and break-down maintenance, as well as maintenance review procedures.
12. Guarantee up-time and adequate performance of Public Address System (PAS) equipment and components at Bus Stations and Command & Control Centers.

13. Guarantee smooth operations and functioning of all Public Address System (PAS) components during the entire contract period.
14. Plan and conduct regular recovery drills, security audits and performance tuning activities. Timely submit associated plans, schedules, and results for review.
15. Coordinate all equipment and software maintenance activities well in advance with authorized/designated personnel at PMA.
16. Promptly replace any defective, damaged, obsolete, or non-functional equipment, components, hardware, software, accessories, or parts required to ensure uninterrupted service delivery and compliance with the Service Levels specified in the Contract at its own cost throughout the currency of the Contract including extension period, if any. All replaced equipment shall be new or equivalent in performance and shall form part of the Services under the Contract. Ownership of all deployed and replaced equipment shall remain vested with the Supplier during the Contract period, and any faulty or replaced equipment shall be removed and retained by the Supplier for repair, disposal, or warranty claims, as applicable.
17. Regularly check, and timely maintain all possible PAS infrastructure including hardware, infrastructure and ensure adherence to stated service-level parameters.
18. Integrate/Connect with other IT Systems i.e. with AFC-BSS e-Ticketing System, Uninterruptible Power Supply (UPS) and add-ons, if any.
19. Obtain all necessary permits under all applicable Laws required to proceed with Public Address System (PAS) Project implementation, and comply with applicable laws, regulations, and permits during the contract period.
20. Cooperate with all other Suppliers and facilitate their operations in the PMA. In case of damages to PMA or other Supplier property on the part of the Public Address System (PAS) Supplier the damages shall be recovered from the Public Address System (PAS) Supplier by the Procuring Agency.
21. Be responsible for the conduct and functioning of all staff employed on the Public Address System (PAS) project towards passengers and PMA staff as well as authorized staff of other relevant government agencies. The Supplier shall ensure efficient services, polite and courteous behavior of its employees. The Supplier shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
22. Participate in all meetings, committees, etc., as directed by PMA from time to time.
23. Ensure prompt and efficient 'response time' related to all service delivery aspects.
24. Timely raise alerts to the PMA control center staff in case of issues with equipment or system functioning.

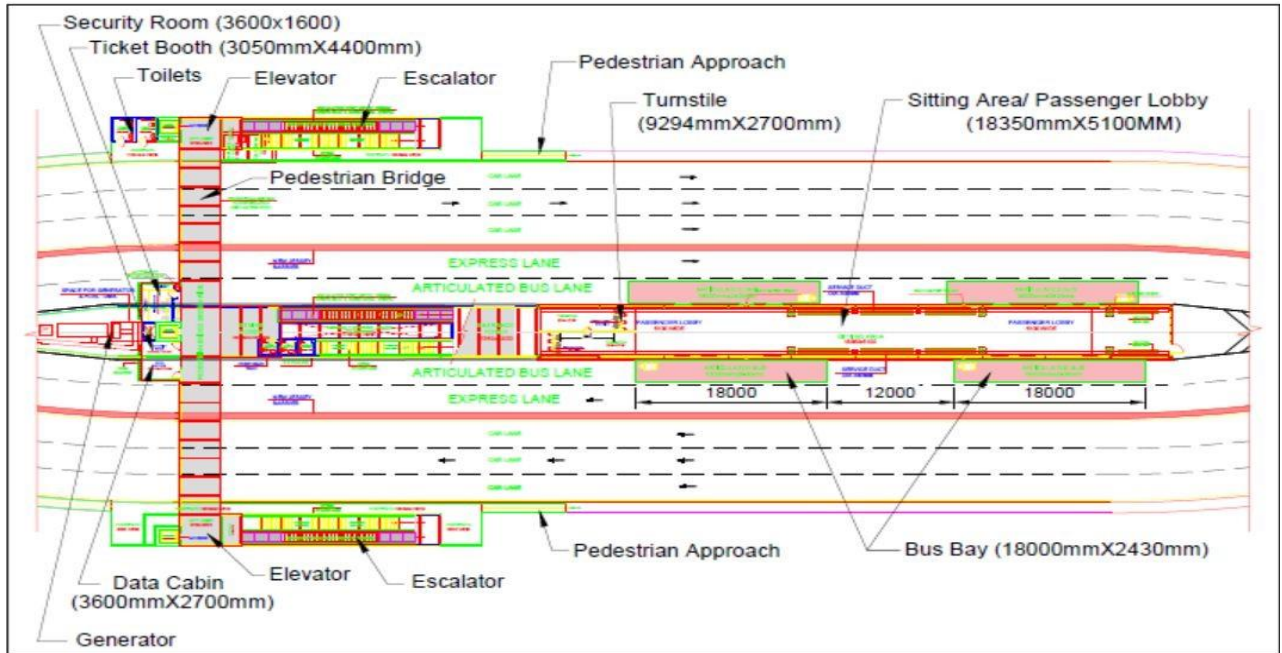
25. Ensure scalability of the Public Address System (PAS) to cater to the future requirements and needs.
26. Take prompt and reasonable action for resolution of each complaint, received from PMA, related to Public Address System (PAS) operations and generate log of each complaint along with the details of the resolution.
27. Adequate technical resources from the Supplier's side must be available at stations to ensure smooth operations of Public Address System (PAS).
28. Procuring Agency reserves the right to purchase additional Public Address System (PAS) solutions from any other third party through competitive bidding as per the specifications mentioned in the tender document. The Supplier is responsible to integrate with all such Public Address System (PAS) solutions in an efficient & timely manner.
29. The Supplier is liable to cooperate fully with the assigned Information System Auditor's and shall extend all necessary access, support & cooperation for the completion of said audits (as and when required).
30. The Supplier is responsible for operating the entire Public Address System (PAS) including all its components and peripherals, reliably and securely at all times during the course of the contract. After completing the initial system deployment, User Acceptance Testing (UAT) and Commissioning of the system, the Supplier shall not make any changes to the system configuration parameters and security settings without prior written approval of the Procuring Agency in a timely manner.
31. The Supplier/Supplier shall be responsible for the dismantling of the existing installed Public Address System (PAS) equipment from stations, and for transporting the equipment to the designated store or PMA office, in coordination with PMA, in a proper and organized manner.
32. Services are required 24 hours a day 7 days a week and 365 days a year.

Multan Metrobus System (MMBS)

Overview and Objectives

Multan is the 3rd 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. Punjab's current population is approaching to 100 million, which is approximately 56% of the country's population. Five major cities of the province include Lahore, Gujranwala, Faisalabad, Rawalpindi and Multan. Under the devolved local government system, Multan has been declared a City District, comprising of six Towns, each administered by a Town Municipal Administration (TMA). The towns are further divided into a total of 129 union councils. Multan has enormous intra city and intercity movement of passengers through conventional

transportation modes. The road network is sharing the major load, and is overburdened, thus causing numerous problems to the residents of Multan. The vehicles ownership in Multan district increased sharply by 277% between 2009 and 2014. Among vehicle types, motorcycles are dominant in Multan with a share of 76% while passenger cars represent only 15%. The number of motorized vehicles is 261 per 1,000 residents for year 2014.





Salient Features of the Project

- Total length of the corridor from BZU to Kumharan Wala Chowk 18.5 Km.
- Two lane - limited access corridor with passing lane at stations
- 21 Stations (07 at-grade and 14 elevated)
- CCTV Surveillance System 303 Surveillance Cameras (177 PTZ Cameras + 126 Fix Cameras)
- GPON Based Optical Fiber Network 18.5 KM
- Core Switches and Firewall
- Ethernet Switches
- Passenger Information System (PIS)
- 35 Articulated air-conditioned buses (seating capacity 38+1, total capacity 160 per bus)
- Precision docking
- Level boarding
- Typical Length of Station – 72 Meter
- Typical Length of Pedestrian Bridge – 50 Meter
- Typical Length of Underpass – 46 Meter
- Platform Sliding doors (252)
- Escalators (62)
- Elevators (60)
- Generators (42)
- Off board ticketing
- Automated Fare Collection (AFC)
- Bus Scheduling System (BSS)
- Vehicle Location System (VLS)
- The pedestrian bridges and underpasses are used for stations access as well as road crossing.
- Station power is backed up by 100 KVA and 200 KVA gensets whose fueling is done during non-operational hours (11:00 PM – 5:30 AM).
- Bus Operational hours are from 6:15 AM to 11:00 PM according to the prevalent

schedule and is subjected to change when desired by the Authority.

- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms
- 35 Articulated air-conditioned buses (seating capacity 38+1, total capacity 160 per bus). Depot is located near BZU Station, Band Bosan Road, Multan.
- Terminal stations i.e. BZU and Kumharan wala Chowk have bus turnarounds and bus parking space.
- The whole operation is being monitored and controlled by Punjab Masstransit Authority from its Temporary Command and Control Centre established at Chungi No. 9, Multan. Subsequently, it will be shifted to Permanent Command and Control at Chungi No. 9 after completion.

Multan Metrobus System Scope

Provision, Installation, Testing, Commissioning, Calibration and Integration of complete Public Address System and Allied Equipment (PAS) for Multan Metrobus System including warranty and Operation & Maintenance (O&M) as per SLA for three (03) years and the Procuring Agency/ Competent Authority reserves the right, at its sole discretion, to extend the duration of the Contract up to two (02) years for the 21 MBS Stations.

The PAS comprises the following core components along with associated equipment and services:

- i) Wall Speakers
- ii) Amplifiers
- iii) Microphones
- iv) Connectivity with other systems (as per requirement)

Furthermore, the successful bidder shall also be responsible for providing Operation and Maintenance (O&M) services for the 21 Amplifiers, Racks including allied equipment (as per actual) currently deployed and operational at MMBS Stations at its own cost. The bidders are advised to conduct a physical site visit at MMBS for the detailed assessment of the existing deployed infrastructure before submission of bid to avoid any ambiguity during the execution of the Contract.

Integration services include complete integration on Turnkey basis of Public Address System (PAS) System/Components with:

- iii) AFC-BSS e-Ticketing System
- iv) Uninterruptible Power Supply (UPS)

Supplier shall further fulfill the following requirements:

- i) **Cabling requirement**

Appropriately rated electrical signal cables shall be used for this purpose. Cables to be provided shall consist of soft copper conductors (solid or stranded) protected by a suitable material (core insulation and Jacket combination). The Contactor shall specify the type of conductors and the material used for the core insulation and the jacket. Each insulated conductor shall be coded in accordance with a coding scheme to be defined by the Supplier in consultation with the Procuring Agency prior to cable procurement /manufacture. The cable construction shall be such that the conductors shall be laid concentrically and fillers (shall be of a non-metallic moisture-resistant material) shall be used where necessary to form a firm and uniformly rounded core. The cross section of the cable shall have all layers of conductors in concentric circles. Each conductor in each layer shall maintain its position relative to every other conductor in the layer throughout the entire length of the cable.

ii) Power

The Goods/Equipment/Items supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, and should be protected from over-voltage, over-heating and out-of-tolerance current surges. Supplier must ensure that all PAS equipment, as installed on the Stations, and Command & Control Centers is connected to the already available Station UPS; that are managed by other Supplier. Procuring Agency will be responsible for the provisioning of power at all stations.

iii) Earthing Requirement

The Supplier shall be responsible to follow the already available Earthing at the stations by using power through station UPS.

iv) Communication Standards

The system shall support internationally accepted standards for data transmission between the system components at the central level, between the central and other levels as well between the unit's operating at each level.

v) Training

- a) Essential training to the operational staff of Procuring Agency shall be provided locally.
- b) The bidders are required to submit a comprehensive detailed system and network architectures of proposed solution as well as the detailed specifications of proposed hardware components.

Scope of Works / Services Required from the Supplier

Detail of Services required, roles, responsibilities and scope of work for Multan Metrobus System are listed below:

1. Provision, Install, configure, customize, deploy, thoroughly test, maintain and operate all Public Address System (PAS) components – including all related equipment necessary for

the smooth running of the system, in accordance with provisions of this tender document, good industry practices, applicable laws, and technical specifications of components stated in this document.

2. Provision, Install, maintain and operate a robust, scalable, secure and efficient Public Address System (PAS) System at PMA Stations and Command & Control Centers.
3. Deploy suitably skilled personnel (dedicated team) for configuration/customization, installation and prompt and efficient technical support/maintenance of all Public Address System (PAS) components.
4. Adequate spare parts must be in place, in order to ensure uptime defined in the Service Level Agreements. Cost to be borne by Supplier/successful bidder.
5. Submit detailed design, specifications, documentation and manuals (also in softcopy) of related Public Address System (PAS) components being implemented.
6. Establish formats, standards, parameters and protocols for communication among the different sub-systems of Public Address System (PAS).
7. Adhere to time lines of the Public Address System (PAS) project implementation specified in this Tender Document.
8. Provide monthly/weekly reports on progress of Public Address System (PAS) implementation as per scope defined in this Tender Document.
9. Ensure quality, robustness and functionality of all hardware, software components associated with the Public Address System (PAS).
10. For all software and hardware related components impart meaningful, timely and comprehensive training to all staff associated with Public Address System (PAS) as well as selected staff of PMA.
11. Develop/Document detailed equipment and Public Address System (PAS) component maintenance plan, in consultation with PMA, and implement it. The plan must cover procedures and parameters for preventive and break-down maintenance, as well as maintenance review procedures.
12. Guarantee up-time and adequate performance of Public Address System (PAS) equipment and components at Bus Stations and Command & Control Centers.
13. Guarantee smooth operations and functioning of all Public Address System (PAS) components during the entire contract period.
14. Plan and conduct regular recovery drills, security audits and performance tuning activities. Timely submit associated plans, schedules, and results for review.
15. Coordinate all equipment and software maintenance activities well in advance with authorized/designated personnel at PMA.
16. Promptly replace any defective, damaged, obsolete, or non-functional equipment, components, hardware, software, accessories, or parts required to ensure uninterrupted service delivery and compliance with the Service Levels specified in the Contract at its own cost throughout the currency of the Contract including extension period, if any. All replaced equipment shall be new or equivalent in performance and shall form part of the Services

- under the Contract. Ownership of all deployed and replaced equipment shall remain vested with the Supplier during the Contract period, and any faulty or replaced equipment shall be removed and retained by the Supplier for repair, disposal, or warranty claims, as applicable.
17. Regularly check, and timely maintain all possible PAS infrastructure including hardware, infrastructure and ensure adherence to stated service-level parameters.
 18. Integrate/Connect with other IT Systems i.e. with AFC-BSS e-Ticketing System, Uninterruptible Power Supply (UPS) and add-ons, if any.
 19. Obtain all necessary permits under all applicable Laws required to proceed with Public Address System (PAS) Project implementation, and comply with applicable laws, regulations, and permits during the contract period.
 20. Cooperate with all other Suppliers and facilitate their operations in the PMA. In case of damages to PMA or other Supplier property on the part of the Public Address System (PAS) Supplier the damages shall be recovered from the Public Address System (PAS) Supplier by the Procuring Agency.
 21. Be responsible for the conduct and functioning of all staff employed on the Public Address System (PAS) project towards passengers and PMA staff as well as authorized staff of other relevant government agencies. The Supplier shall ensure efficient services, polite and courteous behavior of its employees. The Supplier shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
 22. Participate in all meetings, committees, etc., as directed by PMA from time to time.
 23. Ensure prompt and efficient 'response time' related to all service delivery aspects.
 24. Timely raise alerts to the PMA control center staff in case of issues with equipment or system functioning.
 25. Ensure scalability of the Public Address System (PAS) to cater to the future requirements and needs.
 26. Take prompt and reasonable action for resolution of each complaint, received from PMA, related to Public Address System (PAS) operations and generate log of each complaint along with the details of the resolution.
 27. Adequate technical resources from the Supplier's side must be available at stations to ensure smooth operations of Public Address System (PAS).
 28. Procuring Agency reserves the right to purchase additional Public Address System (PAS) solutions from any other third party through competitive bidding as per the specifications mentioned in the tender document. The Supplier is responsible to integrate with all such Public Address System (PAS) solutions in an efficient & timely manner.
 29. The Supplier is liable to cooperate fully with the assigned Information System Auditor's and shall extend all necessary access, support & cooperation for the completion of said audits (as and when required).
 30. The Supplier is responsible for operating the entire Public Address System (PAS) including all its components and peripherals, reliably and securely at all times during the course of the contract. After completing the initial system deployment, User Acceptance Testing (UAT)

and Commissioning of the system, the Supplier shall not make any changes to the system configuration parameters and security settings without prior written approval of the Procuring Agency in a timely manner.

31. The Supplier/Supplier shall be responsible for the dismantling of the existing installed Public Address System (PAS) equipment from stations, and for transporting the equipment to the designated store or PMA office, in coordination with PMA, in a proper and organized manner.
32. Services are required 24 hours a day 7 days a week and 365 days a year.

Existing System Components & Scope of Work / Services for Multan Metrobus System

1. The Supplier shall be solely responsible, at its own cost, for the operations, repair, maintenance, replacement, and/or upgradation of existing deployed 21 audio mixer amplifiers (Model ITC-T120U) and allied accessories during the contract life to maintain consistent system performance and service quality. However, it is hereby clarified that if existing deployed amplifier(s) becomes faulty or irreparable during the contract period, the Supplier shall replace the same. The cost of such replacement shall be borne by the Procuring Agency, based on the rates quoted for the amplifier under the Lahore or Pakistan Metrobus System. However, the replacement cost of sub-components including but not limited to cables and similar ancillary items shall be borne by the Supplier at its own cost during the contract duration if any.
2. The Bidder shall further ensure that the quoted microphones, speakers, and all associated allied equipment are fully compatible with, and seamlessly integrable into, the existing installed Audio Mixer Amplifier system. The Bidder shall be responsible for making the complete system fully operational and shall ensure uninterrupted functionality and compatibility throughout the entire Contract Period.

Pakistan Metrobus System (PMBS)

Overview and Objectives

Islamabad is the capital city of Pakistan and the ninth largest city in the country. Located within the Islamabad Capital Territory (ICT), the population of the city has grown from 100,000 in 1951 to 1.30 million. The greater Islamabad – Rawalpindi Metropolitan Area is the third largest in Pakistan with a population of over 4.5 million inhabitants. Since its foundation, Islamabad has attracted people from all over Pakistan, making it one of the most cosmopolitan and urbanized cities of Pakistan. As the capital, Islamabad is the seat of the Government of Pakistan; the Presidential Palace (Aiwan-e-Sadar) is also located here. Islamabad is known as a clean, calm and green city. It hosts a large number of diplomats, politicians and government employees.

Islamabad is a modern, well planned and maintained city located in the Pothohar Plateau in the northeastern part of the country, within the Islamabad Capital Territory. The region has historically been a part of the crossroads of Punjab and Khyber Pakhtunkhwa with the Margalla

Pass acting as the gateway between the two regions. The city was built during the 1960s to replace Karachi as Pakistan's capital. Islamabad is a well-organized international city divided into several different sectors and zones. It is regarded as the most developed city in Pakistan. The city is home to the Faisal Mosque the largest mosque in South Asia and the fourth largest mosque in the world.

Rawalpindi is located in the Pothohar region of Punjab near capital city of Islamabad. Rawalpindi is the third most populous city in Punjab after Lahore and Faisalabad. In the 1950s, Rawalpindi was a small city, but the city's economy received a boost during the building of Islamabad (1959–1969), during which time Rawalpindi served as the national capital. Its population has increased from 180,000 to over 2 million now. Rawalpindi is located 275 km (171 miles) to the north-west of Lahore. It is the administrative seat of the Rawalpindi District. The total area of the city is approximately 154 square kilometres (59 sq mi). Rawalpindi is also the military headquarters of the Pakistani Armed Forces. Rawalpindi and the federal capital, Islamabad is termed "twin cities" as the two cities adjoin each other. Many of the Rawalpindi residents commute to Islamabad for work every day. Hence, it is important that the public transport systems in the two cities are coupled together and have a common interface to facilitate the large number of commuters travelling across the cities' boundaries.

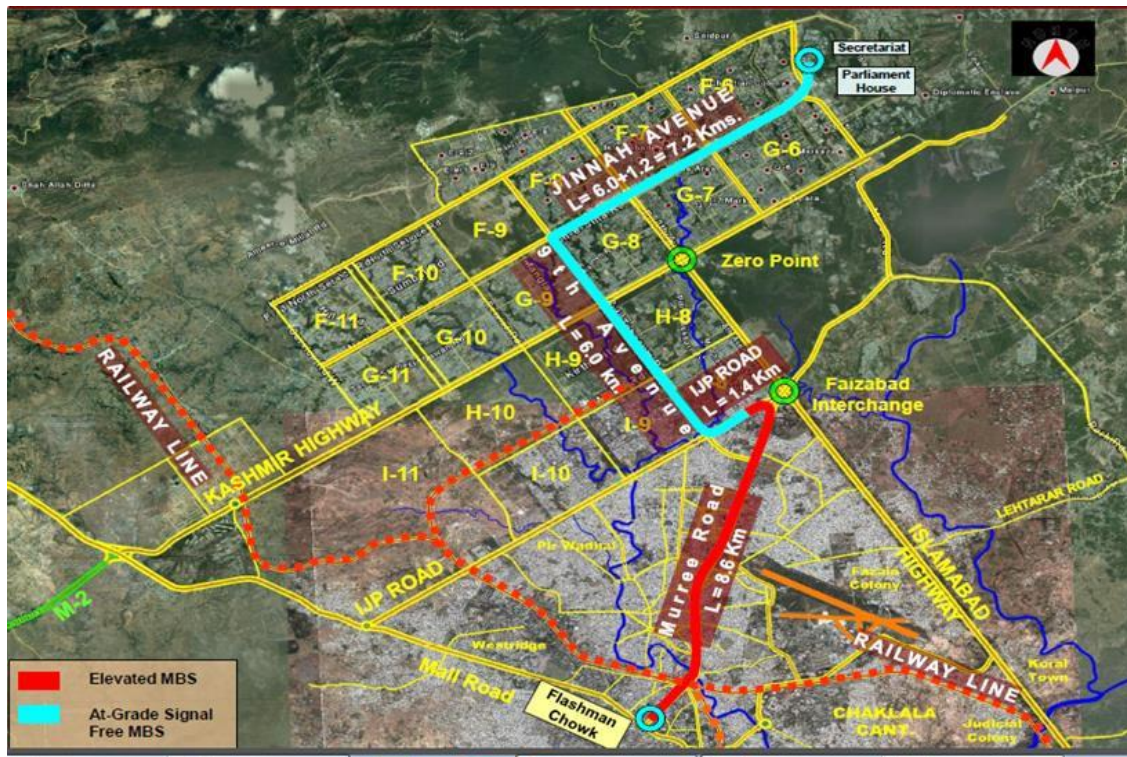
The population of Twin cities of Islamabad and Rawalpindi are growing at a rate of more than 4 percent per annum, indicating a higher than national growth due to significant migration. With present growth trends it is expected that the population would increase to 7 million in twenty years' time.

Being federal capital and center of economic and service activities, it also attracts traffic from all over the country. Since both cities have grown into each other, significant amount of commuting takes place between the two cities. Currently private transport is the major means of mobility between two cities comprising of Mazda, Toyota Hiace, and Suzuki vans plying on various routes within and between the two cities. There is no organized bus service operating in the city and between cities of Rawalpindi and Islamabad. Level of service offered by the minibuses is far below any acceptable standard therefore, commuters have to rely on other forms of private transport. Traffic volumes of over 210,000 vehicles ply on three major corridors connecting both the cities carrying around 525,000 passengers. It is estimated that public transport demand of around 158,000 passengers is available on daily basis between the two cities. Interestingly this passenger demand is concentrated around a corridor which is of high density and strategically located to provide for reasonable patronage for a rapid transit system. The Government Offices in Islamabad generate large amount of traffic within the Twin cities.

The high percentage of motorized traffic operating in Twin Cities causes traffic congestion and time delays. To some extent, construction of grade separated structures at intersections and development of signal free corridors have overcome this problem, however, it needs more efforts to make city traffic smooth, safe and free from delays.

The Punjab Mass Transit Authority intends to resolve the issue of public transportation in the twin cities through implementation of Metrobus System/Bus Rapid Transit. The routes of the Metrobus system are as follows;

Flashman Chowk to Secretariat Via Murree Road, IJP Road, 9th Avenue, Jinnah Avenue (22.49 Km)



Salient Features of the Project

- PMBS spans over approximately 22.5 KM running from Saddar, Rawalpindi to Pak Secretariat, and Islamabad through Murree Road. The whole stretch of 24 stations spans from Saddar to Pakistan Secretariat in Rawalpindi-Islamabad.
- Total length of the corridor from Saddar to Pakistan Secretariat is approximately 22.5 Km.
- Two lane - limited access corridor (~09m wide). Access is controlled by fence.
- The section from Saddar to Faizabad is elevated having a total length is approximately 8.4 Km.
- PMBS Metrobus depot is located near Kashmir Highway station in H-9 sector, Islamabad.
- Total 24 Stations having average inter-distance of 1Km. Each station has single platform with three (03) docking bays on either side. 10 number of stations are at-grade, 10 stations are elevated, and 04 stations are under ground.
- The access to the stations is grade-separated. Pedestrian bridge and underpasses will be used for station access. 14 stations have access through pedestrian bridge while 10 stations have access through underpasses.
- The bridges and underpasses are used for stations access as well as road crossing.
- There are a total of 83 escalators and 83 elevators. Each typical station has minimum (03) three escalators and elevators.
- There are 432 Platform Sliding doors in the system. Each station platform has three (03) docking bays while each bay has three (03) sliding doors.

- There are approximately 1348 pole lights along the corridor and flood lights are 1810 to make it well lit.
- Station power is backed up by two standby Gensets whose fuelling is planned during non-operational hours.
- Bus Operational hours are planned from 6:00 AM to 10:00 PM and subject to change when desired by the Authority.
- There are station amenities such as water coolers, water motors, washrooms, ticket booths, Ticket Vending Machines, Announcement System, Surveillance Cameras, Passenger Information Screens, Gensets, Transformers, Data Cabins, Escalators, Elevators, and Turnstiles etc.
- Automated Fare Collection (AFC): Various types of fare media i.e. QR Paper tickets, T-Cash cards, EMV Cards and emulated QR Tickets using AFC Mobile Application will be used, which will be validated at turnstiles before entering into the platforms.
- 68 Articulated air-conditioned buses (seating capacity 44, total capacity 160 per bus).
- Terminal stations are Saddar and Pak Secretariat
- Bus turnarounds are available at terminal stations, IJP, Potohar, Kashmir Highway and Parade Ground.
- Operation will be monitored and controlled through Command & Control Centre located at Saddar, Rawalpindi.

Pakistan Metrobus System Scope

Provision, Installation, Testing, Commissioning, Calibration and Integration of Public Address System (PAS) and Allied Equipment for PMBS including warranty and Operation & Maintenance (O&M) as per SLA for three (03) years and the Procuring Agency/ Competent Authority reserves the right, at its sole discretion, to extend the duration of the Contract up to two (02) years for the MBS Stations and Command & Control Center / PMA Offices in Rawalpindi, Pakistan (hereinafter called the "Project").

The scope of work is limited to area of these Metrobus stations/corridor & command & control center. The broad scope of the Project by components is as under:

Note: Major components and their quantities are listed in Financial Bid Form/Price Schedule [form 8.10]; Bidder must provision any other/more equipment required for the system to make it functional.

Public Address System (PAS)

- To be deployed/installed on the Stations and Command & Control Centers.
- Voice Communication System to provide user interface for Public Address System communications on Stations.
- Any work related to installation of Public Address System (PAS) like customization, all types of cabling etc. would be part of bidder's scope of work.

Key Components of the Solution

The overall objective of the project is to have a Public Address System at MBS Stations and Command & Control Center that consists of Amplifiers, Microphones, Wall Mounted Speakers, etc. and its operational connectivity at Stations.

Integration

- a) Integration services include complete integration on Turnkey basis of Public Address System (PAS) System/Components with:
 - i) AFC-BSS e-Ticketing System
 - ii) Uninterruptible Power Supply (UPS)
- b) Electrical Requirements

Supplier shall fulfill the following electrical requirements:

i) Cabling requirement

Appropriately rated electrical signal cables shall be used for this purpose. Cables to be provided shall consist of soft copper conductors (solid or stranded) protected by a suitable material (core insulation and Jacket combination). The Contactor shall specify the type of conductors and the material used for the core insulation and the jacket. Each insulated conductor shall be coded in accordance with a coding scheme to be defined by the Supplier in consultation with the Procuring Agency prior to cable procurement /manufacture. The cable construction shall be such that the conductors shall be laid concentrically and fillers (shall be of a non-metallic moisture-resistant material) shall be used where necessary to form a firm and uniformly rounded core. The cross section of the cable shall have all layers of conductors in concentric circles. Each conductor in each layer shall maintain its position relative to every other conductor in the layer throughout the entire length of the cable.

ii) Power

The Goods/Equipment/Items supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, and should be protected from over-voltage, over-heating and out-of-tolerance current surges. Supplier must ensure that all PAS equipment, as installed on the Stations, and Command & Control Centers is connected to the already available Station UPS; that are managed by other Supplier. Procuring Agency will be responsible for the provisioning of power at all stations.

iii) Earthing Requirement

The Supplier shall be responsible to follow the already available Earthing at the stations by using power through station UPS.

c) **Communication Standards**

The system shall support internationally accepted standards for data transmission between the system components at the central level, between the central and other levels as well between the unit's operating at each level.

Training

- a) Essential training to the operational staff of Procuring Agency shall be provided locally.
- b) The bidders are required to submit a comprehensive detailed system and network architectures of proposed solution as well as the detailed specifications of proposed hardware components.

Scope of Works / Services Required from the Supplier

Detail of Services required, roles, responsibilities and scope of work are listed below:

Public Address System (PAS) Solution Deployment and Onsite Technical Support for PMBS:

1. Provision, Install, configure, customize, deploy, thoroughly test, maintain and operate all Public Address System (PAS) components – including all related equipment necessary for the smooth running of the system, in accordance with provisions of this tender document, good industry practices, applicable laws, and technical specifications of components stated in this document.
2. Provision, Install, maintain and operate a robust, scalable, secure and efficient Public Address System (PAS) System at PMA Stations and Command & Control Centers.
3. Deploy suitably skilled personnel (dedicated team) for configuration/customization, installation and prompt and efficient technical support/maintenance of all Public Address System (PAS) components.
4. Adequate spare parts must be in place, in order to ensure uptime defined in the Service Level Agreements. Cost to be borne by Supplier/successful bidder.
5. Submit detailed design, specifications, documentation and manuals (also in softcopy) of related Public Address System (PAS) components being implemented.
6. Establish formats, standards, parameters and protocols for communication among the different sub-systems of Public Address System (PAS).
7. Adhere to time lines of the Public Address System (PAS) project implementation specified in this Tender Document.
8. Provide monthly/weekly reports on progress of Public Address System (PAS) implementation as per scope defined in this Tender Document.
9. Ensure quality, robustness and functionality of all hardware, software components

associated with the Public Address System (PAS).

10. For all software and hardware related components impart meaningful, timely and comprehensive training to all staff associated with Public Address System (PAS) as well as selected staff of PMA.
11. Develop/Document detailed equipment and Public Address System (PAS) component maintenance plan, in consultation with PMA, and implement it. The plan must cover procedures and parameters for preventive and break-down maintenance, as well as maintenance review procedures.
12. Guarantee up-time and adequate performance of Public Address System (PAS) equipment and components at Bus Stations and Command & Control Centers.
13. Guarantee smooth operations and functioning of all Public Address System (PAS) components during the entire contract period.
14. Plan and conduct regular recovery drills, security audits and performance tuning activities. Timely submit associated plans, schedules, and results for review.
15. Coordinate all equipment and software maintenance activities well in advance with authorized/designated personnel at PMA.
16. Promptly replace any defective, damaged, obsolete, or non-functional equipment, components, hardware, software, accessories, or parts required to ensure uninterrupted service delivery and compliance with the Service Levels specified in the Contract at its own cost throughout the currency of the Contract including extension period, if any. All replaced equipment shall be new or equivalent in performance and shall form part of the Services under the Contract. Ownership of all deployed and replaced equipment shall remain vested with the Supplier during the Contract period, and any faulty or replaced equipment shall be removed and retained by the Supplier for repair, disposal, or warranty claims, as applicable.
17. Regularly check, and timely maintain all possible PAS infrastructure including hardware, infrastructure and ensure adherence to stated service-level parameters.
18. Integrate/Connect with other IT Systems i.e. with AFC-BSS e-Ticketing System, Uninterruptible Power Supply (UPS) and add-ons, if any.
19. Obtain all necessary permits under all applicable Laws required to proceed with Public Address System (PAS) Project implementation, and comply with applicable laws, regulations, and permits during the contract period.
20. Cooperate with all other Suppliers and facilitate their operations in the PMA. In case of damages to PMA or other Supplier property on the part of the Public Address System (PAS) Supplier the damages shall be recovered from the Public Address System (PAS) Supplier by the Procuring Agency.
21. Be responsible for the conduct and functioning of all staff employed on the Public Address System (PAS) project towards passengers and PMA staff as well as authorized staff of other relevant government agencies. The Supplier shall ensure efficient services, polite and courteous behavior of its employees. The Supplier shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.

22. Participate in all meetings, committees, etc., as directed by PMA from time to time.
23. Ensure prompt and efficient 'response time' related to all service delivery aspects.
24. Timely raise alerts to the PMA control center staff in case of issues with equipment or system functioning.
25. Ensure scalability of the Public Address System (PAS) to cater to the future requirements and needs.
26. Take prompt and reasonable action for resolution of each complaint, received from PMA, related to Public Address System (PAS) operations and generate log of each complaint along with the details of the resolution.
27. Adequate technical resources from the Supplier's side must be available at stations to ensure smooth operations of Public Address System (PAS).
28. Procuring Agency reserves the right to purchase additional Public Address System (PAS) solutions from any other third party through competitive bidding as per the specifications mentioned in the tender document. The Supplier is responsible to integrate with all such Public Address System (PAS) solutions in an efficient & timely manner.
29. The Supplier is liable to cooperate fully with the assigned Information System Auditor's and shall extend all necessary access, support & cooperation for the completion of said audits (as and when required).
30. The Supplier is responsible for operating the entire Public Address System (PAS) including all its components and peripherals, reliably and securely at all times during the course of the contract. After completing the initial system deployment, User Acceptance Testing (UAT) and Commissioning of the system, the Supplier shall not make any changes to the system configuration parameters and security settings without prior written approval of the Procuring Agency in a timely manner.
31. The Supplier/Supplier shall be responsible for the dismantling of the existing installed Public Address System (PAS) equipment from stations, and for transporting the equipment to the designated store or PMA office, in coordination with PMA, in a proper and organized manner.
32. Services are required 24 hours a day 7 days a week and 365 days a year.

Any breach of defined service level will entail penalties; service level parameters are outlined in Annexure-A.

PMA's Responsibilities

The Responsibilities of Procuring Agency are as under:

- a. Provide Public Address System (PAS) Supplier necessary project site so that Public Address System (PAS) Supplier can perform its obligations in a timely manner.
- b. Grant timely approvals and make timely payments
- c. Contract signing, Contract Payments and monitoring project and operations.

- d. Not hold the Supplier responsible for delays, if any, in deploying equipment due to improper/incomplete construction by the Civil works Supplier engaged in all services. Improper construction shall be deemed to include all equipment/material deployed by the Civil Works Supplier, that does not meet the design specifications subject to rejection of such equipment/material by the design/supervision Consultant engaged by the PMA.

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab Masstransit Authority The subject of Procurement is: Provision, Operation and Maintenance of Public Address System and Allied Equipment on a Service-Based Model for LMBS, PMBS and MMBS Commencement date: Fifteen (15) days after signing of the contract.
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2026-2028 Name of financing institution: Government of the Punjab Name and identification number of the Contract: Provision, Operation and Maintenance of Public Address System and Allied Equipment on a Service-Based Model for LMBS, PMBS and MMBS
3.	2.1.3 (v)	JV not allowed. Single bidder can Bid. J.V. form 8.2 - Not Applicable.
4.	2.3.6(iii)	Demonstration of authorization by manufacturer: Required form 8.3 should be followed.
B. Bidding Documents		
5.	2.2.2	Any request for clarification regarding the Bidding Documents shall be submitted through the Punjab e-Procurement System seven (07) days prior to deadline for submission of bids.
6.	2.2.2 (vi)	Pre-bid meeting shall take place at following date, time and place: Date: September 28, 2026 Time: 1130 Hrs. Venue: Conference Room of Punjab Masstransit Authority 5th Floor, Arfa Software Technology Park (ASTP) 346-B, Main Ferozepur Road, Lahore.
7.	2.3.9	All the interested bidders are directed to apply through Punjab

		e-Procurement System online https://ep.punjab.gov.pk/ as per procedure laid down in the Rules/Regulations of PPRA.
C. Bid Price, Currency, Language and Country of Origin		
8.	2.3.1	The language of the Proposal is: English All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English .
9.	2.3.4	The price quoted shall be in Pak Rupees .
10.	2.3.4	Price Adjustment is allowed as per mechanism given in the Contract.
11.	2.1.4 (ii)	Country of origin: All countries except ineligible countries.
D. Preparation and Submission of Bids		
12.	2.1.3	Qualification Criteria/Knock down criteria. i. The Bidder must be a legally established entity in Pakistan, registered as a Sole Proprietor (with registrar of firms/relevant local authority), a Partnership Firm (registered with the Registrar of Firms), or a Company (incorporated with SECP). ii. The complete technical proposal including Bidding Document shall be duly signed, stamped on each page submitted by the bidder. iii. Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer. iv. Affidavit on e-Stamp of Rs. 300/- to the effect that: - • Bidder is not currently blacklisted by the Procuring Agency. • The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. • The provided information is correct. v. Consortium/JV member not allowed, only single bidders are allowed. vi. The firm must have a minimum average annual turnover of PKR 120 Million during the last three (03) years, duly supported bank statements and audited financial reports. vii. Minimum three (03) years relevant experience required in Public Address System. viii. The bidder must have successfully executed or be currently performing at least two (02) Public Address System (PAS) or IP-based Audio Network contracts within

		the last five (05) years, operating in high-occupancy, multi-zone institutional environments requiring continuous (24/7 or extended hours) operational availability. Each individual contract must feature a minimum deployment scale of twenty (20) audio zones/endpoints. Documentary evidence in the form of signed Contracts/Letters of Award, accompanied by corresponding Completion or Satisfactory Past Performance Certificates from the respective public or private sector clients, must be submitted with the bid. Note: <i>The requirements set forth above are mandatory. Any bidder failing to meet, satisfy, or provide evidence of compliance with any of these requirements shall be deemed non-responsive and shall be disqualified from further participation in the technical evaluation process.</i>
13.	2.2.2	All the interested bidders are directed to apply through Punjab e-Procurement System online https://ep.punjab.gov.pk/ as per procedure laid down in the Rules/Regulations of PPRA.
14.	2.4.2	Deadline for Submission of bid not later than: Date: October 08, 2026 Time: 1100 Hrs.
15.	2.6.2	Amount of Performance Guarantee is: 10% of the Contract Price within fifteen (15) working days of the receipt of the Acceptance Letter/ Contract Award from the Procuring Agency.
16.	2.3.7	Estimated amount is: PKR 77,702,947/- [inclusive of all Taxes and duties levied by Government except Sales tax which shall be added by the Procuring Agency over and above the offered amount] Amount of Bid security is: Two percent (02%) of Estimated amount. Bid Security must be submitted <i>in favor of MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT</i> on Punjab e-Procurement System (Linked with BOP) electronically in the manner prescribed by Punjab e-Procurement System. No physical financial instrument will be accepted.
17.	2.3.8	Bid validity period after opening of the Bid is: 180 days
18.	2.3.9	Number of copies of the Bid to be provided are: NIL
E. Opening and Evaluation of Bids		

19.	2.5.1	The electronic bids, shall be opened by using Punjab e-Procurement System. Date: October 08, 2026 Time: 1130 Hrs. Punjab Masstransit Authority (PMA) 5th Floor, Afra Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, Pakistan
20.	2.5.7	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupees The source of exchange rate shall be: State Bank of Pakistan The date of exchange rate shall be: Same as Bid submission deadline
F. Bid Evaluation Criteria		
21.	2.5.8	Criteria to Bid evaluation is as follows

G. Technical Evaluation Criteria

A point system will be used for technical qualifying for the Supplier.

PASS MARKS: All bidders scoring greater than or equal to **70%** of the marks will be accepted in technical proposal, and their respective financial bids will be opened on **Punjab e-Procurement system** as per rules and regulations. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise. The bidder/JV member cannot claim experience of its parent company / subsidiaries / subsidiaries under the parent company unless they are included as member of JV for this tender.

Sr. No.	Criteria	Max. Marks	Comment/Description	Documents required
1	Number of Similar Projects implemented with at least 20 Speakers in last 10 years	30	• 10 Points per project • Maximum marks may be awarded, if the firm has 03 projects or more.	• Form 8.4 part (b) mentioning each Project details to establish total worth of the project. Use additional forms in case projects are more than 1. • Completion Certificate of projects must be attached issued by executing agency, provided, in case of failure to comply with foregoing condition project shall not be considered for evaluation.

2	Number of Cumulative Project years of Experience of Maintenance & Support (M&S) of Public Address System of at least 20 Speakers from commencement date of project(s).	10	- No. of years of M&S more than and equal to 05 years: 10 Points - No. of years of M&S equal to or greater than 03 years and less than 05 years: 05 Points - Less than 03 years: 0 Points	- Form 8.4 part (b) mentioning each Project details to establish total worth of the project. Use additional forms in case projects are more than 1. - Completion Certificate of projects must be attached issued by executing agency, provided, in case of failure to comply with foregoing condition project shall not be considered for evaluation.
3	No. of Project Supervisor with minimum 05 years of Relevant Experience and registered with PEC	10	Supervisor 01 - 02 Personnel (04 Marks) 03 - 04 Personnel (08 Marks) > 4 Personnel (10 Marks) Having minimum Qualification & Experience: Graduate Engineer in Mechanical / Electrical / Electronics / Mechatronics with minimum 05 years of relevant experience.	- Form 8.4 part (c) mentioning each Supervisor details. Use additional forms if required. - Detailed CVs of Human Resources employed stating Designation, Qualification and Experience - PEC Card/Certificate of each Supervisor. - Appointment Letter from the firm against each Supervisor. Firm shall provide proof that Supervisor is working with firm on e-Stamp paper worth PKR 300/-

4	Technician in the equipment maintenance team with more than 03 years of relevant experience	10	Technician • 05 - 10 Personnel (04 Marks) • 10 - 15 Personnel (08 Marks) • >15 Personnel (10 Marks) Having minimum Qualification & Experience: DAE in Mechanical / Electrical / Electronics / Mechatronics Technology with 03 years of relevant experience	• Form 8.4 part (c) mentioning each Technician details. Use additional forms if required. • Detailed CVs of Human Resources employed stating Designation, Qualification and Experience • Appointment Letter from the firm against each Technician. • Firm shall provide proof that Technician is working with firm on e-Stamp paper worth PKR 300/-
5	Average Annual Turnover last three years in millions	30	• Equal to or greater than PKR 180 million = 30 Points • More than and equal to PKR 160 million and less than PKR 180 million = 20 Points • More than and equal to PKR 140 million and less than PKR 160 million = 15 Points • Equal to PKR 120 million and up to PKR 140 million = 10 Points • Less than PKR 120 million = 0 Points	• Audited Financial Statements for the last three years and Bank Statements
6	Bank Balance / Credit Line Limit	10	• Equal to or greater than PKR 50 million = 10 Points • More than and equal to PKR 40 million and less than PKR 50 million = 08 Points • More than and equal to PKR 30 million and less than PKR 40 million = 05 Points • Less than PKR 30 million = 0 Points	Provision of Bank Statement and Credit Limit Note: The approved credit line limit must not be Expired. Similarly, the eligible bank balance must also be no later than the tender closing date and not more than 15 days prior to the date of advertisement.
TOTAL		100	Minimum Passing Marks = 70 (70%)	

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency

and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so, required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so, required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) an equivalent amount transferred online as per procedure established in Punjab e-Procurement System in collaboration with Bank of Punjab.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated

for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Supplier(s) (if so, allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and

10.1. Delivery of the Goods shall be made by the Supplier in

Documents

[in case of Framework Modality, the Procuring Agency may amend these condition as per its requirements]

accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:].

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

[If required and decided by the Procuring Agency]

11.1. The Goods supplied under the Contract shall be delivered on DDP Destination Basis under which risk is transferred to the buyer after having been delivered, hence Insurance is sellers' responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including freight, insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

[If required and decided by the Procuring Agency]

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

14. Spare Parts

*[If required and
decided by the
Procuring Agency]*

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in

the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid, as specified in SCC, the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for, as specified in SCC, after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is **Pak Rupees**.

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

- 20. Assignment** 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-Suppliers with the prior written approval of the procuring agency.
- 21. Sub-contracts** 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 22.2. If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
- 23. Liquidated Damages** 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Supplier in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- vii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- ix. any act or omission, including a misrepresentation, that*

knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- x. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing,

the Supplier shall continue to perform its obligations 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**26. Termination
for Insolvency**

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**27. Termination
for Convenience**

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution
of Disputes**

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party,

adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

33. Contract Period

33.1 The Contract duration shall be, as specified in SCC, from the date of issuance of notification of award, till the delivery, installation, integration, calibration, testing & commissioning of all Goods/Services or end of warranty/support period, whichever is later.

Section-VI. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

The following definition shall be added to GCC Clause 1 (Definitions):

1. "PMA" is The Punjab Masstransit Authority, Government of the Punjab.
2. "LMBS" Lahore Metrobus System
3. "MMBS" Multan Metrobus System
4. "PMBS" Pakistan Metrobus System
5. "MBS" Metrobus System
6. "PAS" Public Address System
7. "Service-Based Model" means the business model under which the Supplier, at its own cost and investment, design, supply, install, calibrate, integrate, test, commission, operate, maintain and support the complete solution of Public Address System along with all allied equipment/facilities to meet the project objectives defined in RFP document, while ownership of such assets shall remain with the Supplier. The Procuring Agency shall pay the Monthly Charges to the Supplier in accordance with the terms and conditions defined in the Contract.
8. "Procuring Agency" means The Punjab Masstransit Authority (PMA), Government of the Punjab or any other person/entity for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency.
9. "Supplier/Supplier" means Awardee.
10. "Confirmation" means confirmation in writing.
11. "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
12. "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
13. "SCC" means the Special Conditions of Contract.
14. "Services" means the tasks to be performed by the bidder pursuant to the Contract as mentioned vide this document.

15. "Terms of Reference" or "TOR" means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
16. "Works" means work to be done by the Supplier under the Contract.
17. "Corridor" means MBS Corridor.
18. "GoPb" means Government of the Punjab.
19. "PBS" means Pakistan Bureau of Statistics
20. "Commencement Date" means the day after **fifteen (15) days** of signing of Contract.
21. "Commissioning Period" means the period start from commencement date until the Provision, Installation, Testing, Calibration, Integration and Commissioning of Public Address System (PAS) along with all necessary equipment at all systems (LMBS, PMBS & MMBS).
22. "Operational & Maintenance Date" means the day after the commissioning period ends.
23. "SLA" means Service Level Agreement.
24. "Operational & Maintenance (O&M) Period" means the period during which the Supplier is responsible for operating, maintaining, repairing, and keeping the project, facility, equipment, or system in proper working condition after Commissioning Period.

2. Country of Origin (GCC Clause 3)

Ineligible country means any country whose nationals, entities, goods, services or business transactions are prohibited or restricted under the applicable laws, regulations, notifications, policies or directives of the Government of Pakistan, as amended from time to time.

3. Standards (GCC Clause 4)

The following shall be added to GCC Clause 4:

- a. The Goods and Services supplied under this Contract shall conform to the authoritative latest/leading industry standards and best practices.
- b. The replaced goods shall not generate interference that could adversely influence the operation of other hardware, whether or not directly interfaced to it. The Supplier shall ensure that all replaced parts under this contract work on open communication standards / protocols enabling connection to central control systems from different manufacturers.
- c. The Supplier shall submit an undertaking to guarantee the availability of the spare parts for Public Address System (PAS) and sub-systems offered under this contract for a period of **three (03) years** from the date of expiry of initial warranty

period of all hardware, software and goods forming part of the Public Address System (PAS) to the Procuring Agency.

- d. The Supplier shall be responsible to take all necessary permissions, no objection certificates, clearances, etc. with the regional departments and relevant authorities.

4. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be 10 % (an equivalent amount transferred online as per the procedure established in Punjab e-Procurement System in collaboration with Bank of Punjab).

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

Performance Guarantee must have a minimum validity period until the expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

The following shall be added to GCC Clause 7:

- a) If the Supplier fails/delays in performing any of the obligations under the Contract or violates any of the provisions of the Contract or commits breach of any of the terms and conditions of the Contract or declines to comply with any requirements of the relevant Tender Document and formal Contract or fails to renew bank guarantee; the Procuring Agency may, without prejudice to any other right of action/remedy it may have, forfeit Performance Guarantee of the Supplier.
- b) Failure to supply required Systems/Services within the specified time period shall invoke penalty, as specified in (reference to Penalty Clauses/Annexure-A) of this document. In addition to that, the Performance Guarantee amount may also be forfeited and the Supplier may not be allowed to participate in the Procuring Agency's future tenders as well.
- c) Performance Guarantee should be denominated in Pak Rupees;
- d) The proceeds of the Performance Guarantee shall be payable to the Procuring Agency, on occurrence of any / all of the following conditions:
 - i. If the Supplier commits a default under the Contract;
- e) The Supplier shall cause the validity period of the performance Guarantee to be extended for such period(s) as the contract performance may be extended.

- f) The Performance Guarantee shall be returned to the Supplier within **thirty (30) working days** after the expiry of its validity on written request from the Supplier.

5. Inspections and Tests (GCC Clause 8)

The following shall be added to GCC Clause 8:

- i. The Procuring Agency shall conduct the quantitative and qualitative inspection of the Public Address System (PAS) and Services supplied under the Contract, to ensure the complete delivery as per the Contract.
- ii. The Procuring Agency's post-delivery right to inspect, test and, where necessary, reject the Public Address System (PAS) shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- iii. The inspections and tests shall be conducted at the premises of the Supplier / its sub-supplier(s) / at the final destination. Where conducted at the premises of the Supplier / its sub-supplier(s), / the final destination shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacturer, to the Inspectors, at no charge to the Procuring Agency.
- iv. The Procuring Agency may reject the Public Address System (PAS) and Services if they fail to conform to the Technical Specifications/Requirements, in any test(s) or inspection(s) and the Supplier shall either replace the rejected Public Address System (PAS) and Services or make all alterations necessary to meet the Technical Specifications/Requirements, within **seven (7) working days**, free of cost to the Procuring Agency.
- v. To conduct quantitative inspection upon delivery of Goods/Equipment, the Supplier shall provide transportation service along with boarding and lodging for the inspection team of the Procuring Agency.
- vi. The Supplier shall, by written notice served on the Procuring Agency, apply for a Taking-Over Certificate at the voluntary or involuntary expiry of the contract.
- vii. The Procuring Agency shall, within **thirty (30) days** of receipt of Supplier's application, either issue the Taking-Over Certificate to the Supplier stating the date of successful inspection / testing of the PAS or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Supplier to enable the Taking-Over Certificate to be issued.

6. Packing (GCC Clause 9)

The following shall be added to GCC Clause 9:

The Supplier shall arrange and pay for the packing of the PAS to the place of destination as specified in the Contract, and the cost thereof is included in the Contract Price.

7. Delivery and Documents (GCC Clause 10)

The following shall be added to GCC Clause 10:

- a) Prior to the complete delivery of the Goods/Equipment, the Supplier shall deliver one sample unit of each Goods/Equipment item for testing and integration with the AFC-BSS system to the satisfaction of PMA and the AFC-BSS Suppliers, i.e., PITB and BOP-JV, and shall submit a duly signed Integration Report from all stakeholders to PMA within **fifteen (15) days** from the date of issuance of the Letter of Acceptance (LOA). For the avoidance of doubt, the delivery schedule specified in the LOA/Contract shall not be affected.
- b) The Supplier shall submit a detailed execution schedule to the Procuring Agency within **five (5) days** of the signing of the Contract, clearly indicating the sequence, timelines, and interdependencies of all activities for each Phase (LMBS, PMBS, and MMBS), including delivery, installation, testing, and integration and commissioning activities, in conformity with the Phase-wise schedule and overall, **one hundred and fifty (150) calendar days** completion period specified below. The Procuring Agency shall review the detailed execution schedule and communicate its approval or comments/objections thereon, in writing, within **five (05) days** of receipt. If the Procuring Agency raises any comments or objections, the Supplier shall incorporate/address the same and resubmit the revised execution schedule within **three (03) days** thereof, and the Procuring Agency shall communicate its approval or further comments within **two (02) days** of such resubmission. Any subsequent revision to an approved execution schedule shall likewise require the Procuring Agency's prior written approval within the same timelines. Failure of the Procuring Agency to communicate approval or comments within the stipulated period shall be deemed as approval of the schedule as submitted.
- c) The Supplier shall execute the Works for Lahore Metrobus System (LMBS), Pakistan Metrobus System (PMBS) and Multan Metrobus System (MMBS) sequentially in accordance with the schedule shown below in the table.
- d) The total period for completion of the Works shall not exceed **one hundred and fifty (150) calendar days** from the Commencement Date.
- e) The Supplier shall complete the Works for each Metrobus System before commencing the installation works for the subsequent Metrobus System, except for procurement and logistical activities which may be undertaken in advance with the approval of the Procuring Agency.

Phase	Metro bus System	Commencement	Completion	Duration
Phase-1	PMBS	Day 1	Day 60	60 Days
Phase-2	LMBS	Day 61	Day 120	60 Days
Phase-3	MMBS	Day 121	Day 150	30 Days
Total				150 Days

- f) The Supplier shall not commence the physical installation works at the subsequent Metrobus System until the installation, testing and preliminary completion of the preceding Metrobus System have been achieved, unless otherwise directed or approved in writing by the Procuring Agency.
- g) The completion of each Phase shall include, as applicable:
- i. Delivery of all equipment and materials required for that Phase;
 - ii. Installation of all equipment;
 - iii. Installation and termination of all associated cabling and conduits;
 - iv. Installation of racks and associated allied works;
 - v. Preliminary testing of installed equipment;
 - vi. Integration of the PAS with the relevant AFC-BSS and UPS;
 - vii. Correction of defects identified during testing; and
 - viii. Submission of the Phase completion documentation to the Procuring Agency.
- h) The Supplier may undertake procurement, manufacturing, factory testing, logistics and other preparatory activities for subsequent Phases in advance; however, physical installation at LMBS, PMBS and MMBS shall follow the sequential order specified above, unless otherwise approved by the Procuring Agency.
- i) The Supplier shall ensure that sufficient resources are deployed to complete each Phase within its stipulated period. Any delay in an earlier Phase shall not automatically entitle the Supplier to an extension of the overall **one hundred and fifty (150) calendar days** completion period.
- j) The Public Address System (PAS) shall remain at the risk and under the physical custody of the Supplier until the delivery/commissioning in the live environment is completed.
- k) The Supplier shall ensure that the Public Address System (PAS) shall be delivered complete to enable the testing to proceed without interruption. If it shall appear to the Procuring Agency that the Public Address System (PAS) have been or are likely to be delayed by reason of incomplete delivery or for

any other reasons, he may require the Supplier to dispatch the missing items of the Public Address System (PAS) or suitable replacements thereof, at the Supplier's expense, to the site of delivery by the fastest available means including air freight.

- I) The Supplier will deliver all the equipment in the Supplier's warehouse and intimate the Procuring Agency to inspect the Public Address System (PAS). The Procuring Agency will nominate the inspection team and will issue a certificate subject to satisfactory report of the inspection team. All the expenses related to the warehousing and inspection will be borne by the Supplier. The Supplier shall notify in writing to the Procuring Agency regarding its readiness for such inspection and the Procuring Agency shall complete the inspection within **fifteen (15) days** of the receipt of such notice.

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) copies of the packing list identifying contents of each package;
- (iii) insurance certificate;
- (iv) Manufacturer's warranty certificate;
- (v) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vi) Certificate of origin.

8. Insurance (GCC Clause 11)

The following shall be added to GCC Clause 11:

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Procuring Agency after having been delivered, hence insurance coverage is Suppliers' responsibility. Since the Insurance is Suppliers' responsibility they may arrange appropriate coverage.

9. Incidental Services (GCC Clause 13)

Not applicable

10. Spare Parts (GCC Clause 14)

The following shall be added to GCC Clause 14:

- i. The Supplier shall have spare parts available during the Operation and Maintenance (O&M) period as per provided warranty.
- ii. Spare parts to be supplied to the Procuring Agency, pursuant to this Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency upon expiry of the contract. All defective components, to be replaced by the Supplier pursuant to the Contract, shall also become the property of the Procuring Agency.
- iii. The Supplier shall warrant to the Procuring Agency that the Goods/Equipment/Items supplied by the Supplier, under the Contract are genuine, brand new, non-refurbished and un-altered in any way, unless provided otherwise in the Contract.
- iv. The Supplier shall further warrant that the Goods/Equipment/Items provided by the Supplier, under the Contract shall have no defects, arising from design, materials, installation, configuration, or from any act or omission of the Supplier that may develop under normal use of the Goods.
- v. The Supplier shall maintain sufficient backup stock of spare parts and tools, for the maintenance of the Public Address System (PAS) Goods/Equipment/Software/Items, to be replaced/repared at the Supplier's cost for the time of contract including all renewals.
- vi. The Supplier will be responsible for free, on-site repair / replacement of defective / damaged parts and labor. Engage and deploy suitably skilled personnel for operation and maintenance of the Public Address System (PAS), and maintenance/replacement of all related equipment/components in a timely manner and at its own cost during the course of the contract.
- vii. If, during the extendable period, the Procuring Agency requires any on-site repair(s) and/or spare parts in respect of (a) the Goods/Equipment supplied by the Supplier under this Contract whose warranty period has expired, or (b) any other pre-existing Goods/Equipment of the Procuring Agency not supplied under this Contract, the Supplier shall carry out such repair(s) and/or supply such spare parts, and the same shall be paid for separately and in addition to the MOMR.
- viii. No repair or spare parts shall be undertaken or supplied by the Supplier under SCC Clause 14 (vii) without prior written approval/work order from the Procuring Agency, and payment thereof shall be made only against a duly verified invoice

supported by relevant documentation (e.g., job completion report, delivery challan for spare parts).

- ix. For the avoidance of doubt, spare parts supplied under SCC Clause 14 (vii) shall be treated as a distinct and separately billable item and shall not be construed as forming part of, or a replenishment of, the Cost of Goods (CoG) already paid during the initial Contract Period.
- x. Provided further that the Goods/Equipment supplied under the Contract carry a Manufacturer's warranty period shall not be less than three (03) years after the commissioning period, in respect of all Goods, as provided in Warranty Clause. Where any on-site repair or spare part required during the extendable period is necessitated by a defect covered under the said Manufacturer's warranty, and the warranty is still subsisting/valid at the time such repair or spare part is required, the same shall be provided by the Supplier free of cost, and SCC Clause 14 (vii) shall not apply to that extent. The Supplier shall bear the onus of demonstrating, and the Procuring Agency reserves the right to verify, whether a given repair/spare part falls within the subsisting warranty period or outside it.
- xi. For the avoidance of doubt, once the Manufacturer's warranty period referred to in SCC Clause 14 (x) expires, whether such expiry occurs during the initial Contract Period or at any point during the extendable period, all on-site repairs and/or spare parts required thereafter, including those required from the point of expiry through the remainder of the extendable period, shall be governed exclusively by SCC Clause 14 (vii) and shall be chargeable and payable accordingly, regardless of how much of the extendable period remains at the time of such expiry.
- xii. The Supplier shall also identify the following:
 - a. Items (repairable spares, parts and consumable supplies) that are needed to maintain operational performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided must have sufficient operating stock for the period of contract subsequently applying to all renewal years.
 - b. Critical items, whose failure would cause a system failure.
 - c. Items of high cost and/or long lead time over **thirty (30) working days**.

11. Warranty (GCC Clause 15)

The following shall be added to GCC Clause 15:

- i. The Manufacturer's warranty period shall not be less than **three (03) years**, after commissioning period in respect of all Goods.

- ii. All warranties of the Goods/ Services and spare parts furnished to the Procuring Agency shall be transferable to the Procuring Agency.
- iii. The Supplier shall be responsible for onsite warranty for all components, repair or replacement of defective or damaged Goods or parts thereof, on its own cost and expense.
- iv. All replacement Goods supplied under this contract shall include full warranty for the remaining period of original warranty period. The Supplier shall ensure that adequate spares are made available at all times to affect any repairs or replacement of components within the warranty period.
- v. All spare parts and component parts that are furnished shall be new, unused and otherwise meet all requirements of the Contract Documents. All spare parts shall be of high-quality workmanship and no part or attachment shall be applied contrary to the manufacturer's recommendations or standard practice.
- vi. The Supplier is encouraged to maintain inventory control of all spare parts. The spare part inventory preferably should include all the types and quantities of parts identified as spare parts in the "Equipment Manuals/Records" accompanying the equipment. As a bare minimum, the spare parts' inventory should consist of critical items whose failure would cause a system failure and items of high cost and/or long lead-time, i.e. **over thirty (30) working days**. The spare part quantities determined by the Supplier to be below the required/recommended levels may be procured on immediate basis.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period will be as per SLA.

12. Payment (GCC Clause 16)

The following shall be added to GCC Clause 16:

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- i. No payment shall be due or payable to the Supplier during the Commissioning Period. Upon successful completion of the Commissioning Period, the Supplier shall be entitled to receive payments on a monthly basis throughout the Operation & Maintenance Period, in accordance with the payment procedure, terms, and conditions set forth in the following Clauses.
- ii. The Supplier shall submit an Application for Payment (Proforma Invoice) separately for each Project/System, in the prescribed form, to the Procuring Agency. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency may require; state the amount claimed; and set forth in

detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any. The monthly charges shall be paid after deduction of the applicable SLA penalties, and any other recoveries or deductions admissible under the Contract, where applicable.

- iii. The Procuring Agency shall issue a Certificate of Payment, in the prescribed form, with a copy to the Supplier, verifying the amount due, within fifteen (15) days of receipt of an Application for Payment. The Procuring Agency shall deduct the amount of penalties that may be levied in accordance with the SLA (Annexure-A), against the exclusive of Sales Tax amount mentioned in the Invoice and recalculate Sales Tax amount, while issuing the Certificate of Payment. The Procuring Agency may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Procuring Agency may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate. Subsequently, the Supplier shall submit the Sales Tax Invoice based on the issued COP by the Procuring Agency against the services rendered promptly.
- iv. The Procuring Agency shall pay the amount verified in the Certificate of Payment within **twenty-three (23) days** of receipt of a Certificate of Payment. Payment shall not be made in advance. The Procuring Agency shall make payment for the Services provided/Supplier, as per payment schedule through crossed cheque. The Supplier must be financially capable to pay salaries to its staff for **at least three (3) months** in case of delay in payments due to any reason whatsoever.
- v. Monthly O&M Payments shall be made against successful delivery of services after signing commencement/completion report per each Phase of the Project.
- vi. No advance payments shall be made. Monthly payments shall be made by the Procuring Agency on a prorated basis, taking into account the number of Stations, Corridor, and Command & Control Center (C&CC) for which the Public Address System (PAS) services have been successfully provisioned and are operational. It is further clarified that no payment shall be made for any O&M services not performed. O&M payments shall remain subject to the availability and performance of the Systems. Any period during which the System, or any part thereof, remains unavailable shall be deducted proportionately from the applicable monthly O&M payment.
- vii. It is clarified that if a station is closed by the Procuring Agency, not because of the fault of Supplier but, due to riots, strikes, natural calamities or by the action of law or government etc. the Procuring Agency shall make the prorated deductions in the invoice processing. Subsequently, the Supplier shall submit its separate invoice for incurred costs during such instance of closure and the Procuring Agency shall evaluate the invoice and pay such agreed costs; however, the Procuring Agency shall not pay any profits i.e. 15% in such instances. The Procuring Agency shall make separate deductions in the COP on

account of strikes and subsequent revenue loss if such acts are caused by the Supplier or any of its staff.

- viii. All equipment, licenses, components and accessories or spare parts supplied, installed by the Supplier is the property of the Procuring Agency and under this Contract shall remain in the possession of Supplier during the Contract period for O&M as per SLA. Upon expiry of the Contract, all equipment, licenses, components and accessories or spare parts supplied, installed shall be transferred to the Procuring Agency in functional condition without any cost impact.
- ix. During the extendable period of the Contract, the Procuring Agency shall pay only the applicable Monthly O&M Rates (MOMR). No Cost of Goods (CoG) shall be payable during the extendable period, as the Cost of Goods (CoG) shall have been fully payable during the initial Contract Period.
- x. Notwithstanding SCC Clause 16 (ix) above, If, during the extendable period, the Procuring Agency requires any on-site repair(s) and/or spare parts in respect of (a) the Goods/Equipment supplied by the Supplier under this Contract whose warranty period has expired, or (b) any other pre-existing Goods/Equipment of the Procuring Agency not supplied under this Contract, the Supplier shall carry out such repair(s) and/or supply such spare parts, and the same shall be paid for separately and in addition to the MOMR, at rates to be mutually agreed in writing between the Parties prior to commencement of such repair or supply.

13. Prices (GCC Clause 17)

The following shall be added to GCC Clause 17:

- i. The Supplier shall not charge prices for the equipment and services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Supplier in the Financial Proposal (Form of Bid/Financial Proposal Submission Form) or not agreed by the Procuring Agency as per this Contract. The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, except Sales Tax on Services which shall be added by the Procuring Agency over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.
- ii. The Cost of Goods Rate (CGR) per month quoted against respective city/project shall remain fixed and non-adjustable throughout the Contract period.
- iii. The Monthly O&M Rates (MOMR) quoted at X1, X2, X2 shall only be subject to adjustment at the end of each fiscal year based on change in the Consumer Price Index (CPI) as per Pakistan Bureau of Statistics (PBS) in accordance with the adjustment mechanism specified below. Any increase or decrease arising from changes in CPI shall

be passed on to the Supplier strictly in accordance with the prescribed mechanism, and no other claim for escalation or price adjustment shall be admissible.

For Year-1:

$$\text{Monthly Charges (MC)} = \text{CGR} + \text{MOMR}$$

For Year-2 onwards:

$$\text{Monthly Charges (MC)} = \text{CGR} + \text{Adjusted MOMR}$$

Adjustment Mechanism:

The Monthly O&M Rates (MOMR) of the respective project shall be adjusted at the end of each fiscal year for the change in consumer price index (CPI) since the bid submission date as under:

$$\text{Adjusted MOMR} = \text{MOMR} + E_n$$

$$E_n = \text{MOMR} \times \left(\frac{\text{CPI}_n}{\text{CPI}_0} - 1 \right)$$

Where;

E_n is the cumulative escalation in Monthly O&M Rates (MOMR) in PKR since the bid submission date.

CGR is Cost of Goods Rate per month and Cost of Funds of the respective Project/City i.e. Y1, Y2, Y3 and F1, F2 and F3 respectively.

MOMR is Monthly O&M Rates of the respective Project/City i.e. X1, X2, X3.

CPI_n is the value of consumer price index (CPI) on the last date of the previous fiscal year as published by Pakistan Bureau of Statistics, i.e. 30th June 2027 for invoices submitted for the period of 1st July 2027 and onwards and 30th June 2028 for invoices submitted for the period 1st July 2028 and so on.

CPI₀ is the value of consumer price index on the date of bid submission.

Accordingly, the Monthly O&M Rate shall be subject to adjustment for changes in: -

- i. Sales Tax on Services rate as and when applicable
- ii. CPI from every new fiscal year

14. Change Orders (GCC Clause 18)

The following shall be added to GCC Clause 18:

- a. The Procuring Agency may, at any time, by written notice served on the Supplier, for Change Order(s).
- b. The Supplier shall, within **ten (10) working days** of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Procuring Agency.
- c. The Supplier shall not execute the Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Supplier.
- d. 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.

15. Assignment (GCC Clause 20)

The following shall be added to GCC Clause 20:

The Supplier shall guarantee that any and all assignees/sub-suppliers of the Supplier 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.

16. Liquidated Damages (GCC Clause 23)

The following shall be added to GCC Clause 23:

- a) In case of non-compliance of delivery schedule as per the of the tender document/LOA/Contract, if the Supplier fails / delays in performance of any of the obligations, violates any of the provisions commits breach of any of the terms and conditions mentioned vide subject tender document, the Procuring Agency may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money as per following schedule:

LD per day = (Factor F x Performance Guarantee/100)

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) However, the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price. The Liquidated Damages are attributable to such part of the Services as

cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s) (This penalty will also be invoked on the commitments given by the Supplier in the technical proposal)

- c) LDs shall be attributable to such part of the Services/Works as cannot, in consequence of the failure / delay, be put to the intended use, between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). However, LDs shall be levied only if the Procuring Agency; for main corridor, intersections and stations; hands over the site to the Supplier and allows a period of no less than **thirty (30) days** for execution of services; and that the said period of **thirty (30) days** has elapsed.

17. Force Majeure (GCC Clause 25)

The following shall be added to GCC Clause 25:

- a) The Supplier shall not be liable for liquidated damages, forfeiture of its Performance Guarantee, blacklisting for future tenders, termination for default, if, and to the extent, his failure/delay in performance/discharge of obligations under the Contract is the result of an event of Force Majeure.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

18. Termination for Convenience (GCC Clause 27)

The following shall be added to GCC Clause 27:

- a) The Procuring Agency may, at any time during the O&M period where the Goods under the Contract (for LMBS, PMBS and/or MMBS, as applicable) have been installed, tested, and commissioned and a Commissioning/Acceptance Certificate has been issued, terminate the Contract, in whole or in part, for its convenience.
- b) The Procuring Agency shall give the Supplier not less than **thirty (30) days'** written notice, specifying the effective date of termination and the

System(s)/Station(s)/Corridor(s) affected. Termination shall take effect only upon settlement of the payments due and explained below.

- c) The Procuring Agency shall pay the Supplier the sum of the following, in full and final settlement.
- d) The Monthly Charges (MC) (Cost of Goods Rate (CGR) per month + Monthly O&M Rates (MOMR)), pro-rated on a daily basis for the part-month, for all services actually rendered up to the effective termination date, less any SLA penalties or other deductions properly admissible under the Contract, plus applicable Sales Tax.
- e) A lump-sum equal to the Cost of Goods (CoG) not yet recovered through the Cost of Goods (CoG) component of the Monthly Charges (MC) as of the effective termination date, computed as:

Unrecovered Cost of Goods (UCoG) = Total Cost of Goods (CoG) (per Form 8.10) – Cumulative Cost of Goods Rate (CGR) per month invoiced through the last completed month

- f) No compensation shall be payable for loss of anticipated profit on Monthly O&M Rates (MOMR) for the unexpired term, and no consequential or indirect damages shall be claimable, except that the Supplier shall be entitled to a one time compensation equal to three percent (3%) of the Monthly O&M Rates (MOMR) for the unexpired term, calculated as follows:

Compensation = 3% × (Last Invoiced Monthly O&M Rate prior to the Effective Date of Termination × Number of Remaining Months in the Unexpired Term)

No separate reimbursement shall be payable for transition/handover costs or any other cost, expense, or claim arising from or in connection with the termination, the three percent (3%) compensation stated above being full and final settlement in this regard.

- g) Upon payment of items mentioned above at SCC Clause 27 (d), (e) and (f), title to and ownership of all installed PAS equipment, cabling, and allied accessories for the affected System(s) shall vest absolutely and immediately in the Procuring Agency, free of all liens and encumbrances on the same basis as the ownership transfer that would otherwise occur at natural Contract expiry under the Payment Terms (SCC Clause 16 (viii)). The Supplier shall have no right to de-install or remove any equipment already installed at Stations, Corridor, or the Command & Control Center, given its embedded nature within operating transit infrastructure.
- h) The Supplier shall continue to render O&M services, billed thereafter at the Monthly O&M Rates (MOMR) component only, since Cost of Goods (CoG) stands settled under SCC Clause 27 (e) until a replacement arrangement is mobilized by the Procuring Agency, not to exceed **ninety (90) days** from the effective termination date unless extended by mutual written consent.

- i) The Supplier's warranty obligations on Goods already supplied and accepted shall survive termination.
- j) The Procuring Agency shall pay the amounts due under SCC Clause 27 (d), (e) and (f) within **sixty (60) days** of the effective termination date or joint verification of the Unrecovered Cost of Goods (UCoG) statement.

19. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- a) As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- b) The place for arbitration shall be Lahore, Pakistan.
- c) The award shall be final and binding on the parties. In case the Supplier decides to pursue arbitration through court, he/she will be required to submit a draft of 10% additional Performance Guarantee in shape of demand draft/pay order in favour of Procuring Agency for the duration of arbitration.

20. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

21. Applicable Law (GCC Clause 30)

The following shall be added to GCC Clause 30:

- a) The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Supplier 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 Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.
- c) The Courts of Law 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.

- d) The Supplier is advised to obtain for himself, at his own cost and responsibility, all information that may be necessary for execution of the PAS. This shall include but not be limited to the following:
1. Relevant laws, rules, and regulations of Pakistan including tax / sales tax to the concerned authorities of Income Tax and Sales Tax laws/rules.
 2. Customs duties and other import taxes applicable in Department, Government of Pakistan.
 3. Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 4. Investigations regarding transport conditions and the probable conditions which will exist at the time the Equipment will be actually transported.

22. Notices (GCC Clause 31)

The following shall be added to GCC Clause 31:

Procuring Agency's address and Authorized Representative for notice purposes:

Authorized Representative Address: Director Procurement, PMA, 5th Floor, Arfa Software Technology Park (ASTP), 346-B, Main Ferozepur Road, Lahore, Pakistan.

Email: dir.procurement@pma.punjab.gov.pk

Supplier's address and Authorized Representative for notice purposes:

Authorized Representative Address:

Email:

- a) The Procuring Agency or the Supplier 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.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency or the Supplier.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) 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.
- e) Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Procuring

Agency to disapprove such Services or Works and to give instructions for the rectification thereof.

- f) If the Supplier questions any decision or instruction of the Authorized Representative of the Procuring Agency, the Supplier may refer the matter to the Procuring Agency who shall confirm, reverse or vary such decision or instruction.

23. Contract Period (GCC Clause 33)

The following shall be added to GCC Clause 33:

The initial Contract Period shall be **three (03) years and five (05) months (including five (05) months commissioning period and three (03) years O&M period)** from the commencement date, till the completion of SLA or end of warranty/support period, whichever is later, unless terminated earlier in accordance with the termination provisions set forth in the GCC and SCC. The Procuring Agency/ Competent Authority reserves the right, at its sole discretion, to extend the duration of the Contract for O&M for an additional period of up to **two (02) years**.

Section-VII. Schedule of Requirements

7.1 Sequential Delivery Schedule:

- a) Prior to the complete delivery of the Goods/Equipment, the Supplier shall deliver one sample unit of each Goods/Equipment item for testing and integration with the AFC-BSS system to the satisfaction of PMA and the AFC-BSS Suppliers, i.e., PITB and BOP-JV, and shall submit a duly signed Integration Report from all stakeholders to PMA within **fifteen (15) days** from the date of issuance of the Letter of Acceptance (LOA). For the avoidance of doubt, the delivery schedule specified in the LOA/Contract shall not be affected.
- b) The Supplier shall submit a detailed execution schedule to the Procuring Agency within **five (5) days** of the signing of the Contract, clearly indicating the sequence, timelines, and interdependencies of all activities for each Phase (LMBS, PMBS, and MMBS), including delivery, installation, testing, and integration and commissioning activities, in conformity with the Phase-wise schedule and overall, **one hundred and fifty (150) calendar days** completion period specified below. The Procuring Agency shall review the detailed execution schedule and communicate its approval or comments/objections thereon, in writing, within **five (05) days** of receipt. If the Procuring Agency raises any comments or objections, the Supplier shall incorporate/address the same and resubmit the revised execution schedule within **three (03) days** thereof, and the Procuring Agency shall communicate its approval or further comments within **two (02) days** of such resubmission. Any subsequent revision to an approved execution schedule shall likewise require the Procuring Agency's prior written approval within the same timelines. Failure of the Procuring Agency to communicate approval or comments within the stipulated period shall be deemed as approval of the schedule as submitted.
- c) The Supplier shall execute the Works for Lahore Metrobus System (LMBS), Pakistan Metrobus System (PMBS) and Multan Metrobus System (MMBS) **sequentially** in accordance with the following implementation schedule.
- d) The total period for completion of the Works shall not exceed **one hundred and fifty (150) calendar days** from the Commencement Date.
- e) The Supplier shall complete the Works for each Metrobus System before commencing the installation works for the subsequent Metrobus System, except for procurement and logistical activities which may be undertaken in advance with the approval of the Procuring Agency.

Phase	Metro bus System	Commencement	Completion	Duration
Phase-1	PMBS	Day 1	Day 60	60 Days

Phase-2	LMBS	Day 61	Day 120	60 Days
Phase-3	MMBS	Day 121	Day 150	30 Days
Total				150 Days

- f) The Supplier shall not commence the physical installation works at the subsequent Metrobus System until the installation, testing and preliminary completion of the preceding Metrobus System have been achieved, unless otherwise directed or approved in writing by the Procuring Agency.
- g) The completion of each Phase shall include, as applicable:
- ix. Delivery of all equipment and materials required for that Phase;
 - x. Installation of all equipment;
 - xi. Installation and termination of all associated cabling and conduits;
 - xii. Installation of racks and associated allied works;
 - xiii. Preliminary testing of installed equipment;
 - xiv. Integration of the PAS with the relevant AFC-BSS and UPS;
 - xv. Correction of defects identified during testing; and
 - xvi. Submission of the Phase completion documentation to the Procuring Agency.
- h) The Supplier may undertake procurement, manufacturing, factory testing, logistics and other preparatory activities for subsequent Phases in advance; however, physical installation at LMBS, PMBS and MMBS shall follow the sequential order specified above, unless otherwise approved by the Procuring Agency.
- i) The Supplier shall ensure that sufficient resources are deployed to complete each Phase within its stipulated period. Any delay in an earlier Phase shall not automatically entitle the Supplier to an extension of the overall **one hundred and fifty (150) calendar days** completion period.
- j) The Public Address System (PAS) shall remain at the risk and under the physical custody of the Supplier until the delivery/commissioning in the live environment is completed.
- k) The Supplier shall ensure that the Public Address System (PAS) shall be delivered complete to enable the testing to proceed without interruption. If it shall appear to the Procuring Agency that the Public Address System (PAS) have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Supplier to dispatch the missing items of the Public Address System (PAS) or suitable replacements thereof, at the Supplier's expense, to the site of delivery by the fastest available means including air freight.

- I) The Supplier will deliver all the equipment in the Supplier's warehouse and intimate the Procuring Agency to inspect the Public Address System (PAS). The Procuring Agency will nominate the inspection team and will issue a certificate subject to satisfactory report of the inspection team. All the expenses related to the warehousing and inspection will be borne by the Supplier. The Supplier shall notify in writing to the Procuring Agency regarding its readiness for such inspection and the Procuring Agency shall complete the inspection within **fifteen (15) days** of the receipt of such notice.

7.2 Ownership of Supplied Equipment

All equipment, licenses, components and accessories or spare parts supplied, installed by the Supplier is the property of the Procuring Agency and under this Contract shall remain in the possession of Supplier during the Contract period for O&M as per SLA. Upon expiry of the Contract, all equipment, licenses, components and accessories or spare parts supplied, installed shall be transferred to the Procuring Agency in functional condition without any cost impact.

7.3 Staff and Vehicle Registration

The Supplier shall provide Staff list containing detail of maintenance teams along with their basic information (Name, Designation, CNIC, Mobile Number etc.) and registration of vehicles used for maintenance works / essential for the execution of services to the Procuring Agency for security clearance and issuance of permit to enter into the Metrobus Stations, Corridor and PMA Building. The Supplier shall immediately inform to the Procuring Agency if there is any change in the maintenance team/vehicle etc. The Supplier shall issue identity cards to maintenance teams and other staff.

7.4 Contract Cost

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

7.5 Service Level Agreement (SLA)

The Procuring Agency will sign a Service level Agreement (SLA), attached at **Annexure-A** to this contract, with the Supplier; which will be read as part of this Contract. The Procuring Agency has the right to amend the Service Level Agreement at any time with mutual consent of the Supplier. The changes will be communicated to the Supplier and shall binding on it.

7.6 Non-Disclosure Agreement (NDA)

The Supplier is bound to sign a Non-Disclosure Agreement (NDA), with the Procuring Agency.

Section-VIII: Sample Forms

8.1 Bid Form

[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **ten percent (10%)** of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid.
- d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider Amount and Currency

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form (Not Applicable)

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3 Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

Yes	No
-----	----

b) Details of Experience (Last ____ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 300 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) *****omitted*****

[Name of the Supplier/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

WHEREAS (Name _____ of _____ the _____ Supplier/ _____ Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. **[Please insert details]**.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Supplier shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

This CONTRACT AGREEMENT (hereinafter referred to as "Contract") is made on the **[day]** of **[month]**, **[year]**.

BY AND BETWEEN

The **Punjab Masstransit Authority (PMA)**, established under the Punjab Masstransit Authority Act 2015 (ACT XXXIII of 2015), 5th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore (hereinafter referred to as "**The Procuring Agency**"), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interest, nominees, legal representatives, executors, administrators, transferees, attorneys and permitted assigns, on the ONE PART;

AND

[full legal name of Supplier/Successful Bidder] through its **[Designation of Signatory from Supplier's/Successful Bidder's side]** having its registered office at **[Address of Supplier/Successful Bidder]** (hereinafter referred to as "**The Supplier**"), which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns) on the OTHER PART severally liable to the Procuring Agency for all of the Supplier's obligations under this Contract and is deemed to be included in any reference to the term "Supplier."

The Procuring Agency and the Supplier are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

RECITALS

WHEREAS,

- a) The Government of Punjab (GoPb) through the Procuring Agency 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 Procuring Agency has requested the Supplier/Supplier to provide certain Public Address System (PAS) and allied equipment services as described in Tender Document; and
- c) The Supplier having represented to the Procuring Agency that it has the required

professional skills, personnel and technical resources, has agreed to provide such Public Address System (PAS) and services on the terms and conditions set forth in this Contract.

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

1. The Supplier hereby covenants with the Procuring Agency to provide the Public Address System (PAS) and services in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Supplier.
2. The Procuring Agency hereby covenants with the Supplier to pay the Supplier, 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 provision of Public Address System (PAS) and Services and remedying of defects/damage.

Documents relevant to the Contract

The following shall be deemed to form and be read and construed as part of this Contract:

- i. The Bidding Documents /RFP
- ii. Bidder's Complete Proposal
- iii. Letter of Acceptance (LOA)
- iv. Terms and Conditions of the Contract
- v. The Technical bid / Specifications / Scope
- vi. Tender Forms
- vii. Price Schedule
- viii. Affidavit(s)
- ix. Authorized Dealership / Agency Certificate
- x. Performance Guarantee
- xi. Service Level Agreement (SLA)
- xii. Non-Disclosure Agreement (NDA), if required
- xiii. Any Standard Clause acceptable for the Procuring Agency

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.

Key Service Level Parameters

Any breach of defined service levels in the Service Level Agreement will entail penalties to the Supplier. Service Level Agreement (SLA) is further elaborated in **Annexure-A** of this RFP documents.

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 Supplier/Successful Bidder**

Signature_____

Signature_____

Name:_____

Name: _____

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation_____

Designation_____

Address _____

Address _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

SUMMARY PRICE SCHEDULE

Sr No	Item	Amount (PKR)	
		Words	Figure
1	Provision of Services on a service-based model for 03 years for LMBS, PMBS and MMBS including but not limited to provision, commissioning, installation, calibration, integration, testing and operation & maintenance of Public Address system (PAS) and allied equipment required to successfully deliver the services along with all expenditure such as manufacturing, procurement, freight, duties, taxes, insurances, depreciation, interests, staff salaries, spare parts etc.	Z = Z1+Z2+Z3	

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. Payment will be made on monthly basis 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 Procuring Agency 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.

PRICE SCHEDULE DETAILS (Part A)

LAHORE METROBUS SYSTEM (LMBS)

COMPUTATION OF Z1

No. of Years	Monthly O&M Rate (MOMR) (X1) PKR	Cost of Goods Rate (CGR)(Y1) PKR/month	Cost of Fund (F1) PKR/month	Monthly Charges (MC) (Z1 = X1+Y1+F1) PKR
1				

Note:

- *Monthly O&M Rate (X1) shall remain subject to adjustments as per Adjustment Mechanism.*
- *The Cost of Funds should be benchmarked with KIBOR + bank Spread rate on capital amount invested for procurement of supplies over the period.*
- *The Bidder shall quote all rates (MOMR, CGR/month, and Cost of Fund/month) for all systems (LMBS, MMBS and PMBS) on a per month basis. Bidders shall factor in that the Contract Period is three (03) years, and shall price their monthly CGR and Cost of Fund accordingly to ensure full cost recovery, including Goods, installation, integration, commissioning of all such Goods.*
- *No Variable Kibor adjustments shall be allowed in the contract period.*

Stamp & Signature of Bidder _____

MULTAN METROBUS SYSTEM (MMBS)

COMPUTATION OF Z2

No. of Years	Monthly O&M Rate (MOMR) (X2) PKR	Cost of Goods Rate (CGR)(Y2) PKR/month	Cost of Fund (F2) PKR/month	Monthly Charges (MC) (Z2 = X2+Y2+F2) PKR
1				

Note:

- Monthly O&M Rate (X2) shall remain subject to adjustments as per Adjustment Mechanism.
- The Cost of Funds should be benchmarked with KIBOR + bank Spread rate on capital amount invested for procurement of supplies over the period.

Stamp & Signature of Bidder _____

PAKISTAN METROBUS SYSTEM (PMBS)

COMPUTATION OF Z3

No. of Years	Monthly O&M Rate (MOMR) (X3) PKR	Cost of Goods Rate (CGR)(Y3) PKR/month	Cost of Fund (F3) PKR/month	Monthly Charges (MC) (Z3 = X3+Y3+F3) PKR
1				

Note:

- Monthly O&M Rate (X3) shall remain subject to adjustments as per Adjustment Mechanism.
 - The Cost of Funds should be benchmarked with KIBOR + bank Spread rate on capital amount invested for procurement of supplies over the period.
- i. The Cost of Goods Rate (CGR) per month quoted against respective city/project shall remain fixed and non-adjustable throughout the Contract period.
 - ii. The Monthly O&M Rates (MOMR) quoted at X1, X2, X3 shall only be subject to adjustment at the end of each fiscal year based on change in the Consumer Price Index (CPI) as per Pakistan Bureau of Statistics (PBS) in accordance with the adjustment mechanism specified below. Any increase or decrease arising from changes in CPI shall be passed on to the Supplier strictly in accordance with the prescribed mechanism, and no other claim for escalation or price adjustment shall be admissible.

For Year-1:

$$\text{Monthly Charges (MC)} = \text{CGR} + \text{MOMR}$$

For Year-2 onwards:

$$\text{Monthly Charges (MC)} = \text{CGR} + \text{Adjusted MOMR}$$

Adjustment Mechanism:

The Monthly O&M Rates (MOMR) of the respective project shall be adjusted at the end of each fiscal year for the change in consumer price index (CPI) since the bid submission date as under:

$$\text{Adjusted MOMR} = \text{MOMR} + E_n$$

$$E_n = \text{MOMR} \times \left(\frac{\text{CPI}_n}{\text{CPI}_0} - 1 \right)$$

Where;

E_n is the cumulative escalation in Monthly O&M Rates (MOMR) in PKR since the bid submission date.

CGR is Cost of Goods Rate per month and Cost of Funds of the respective Project/City i.e. Y1, Y2, Y3 and F1, F2 and F3 respectively.

MOMR is Monthly O&M Rates of the respective Project/City i.e. X1, X2, X3.

CPI_n is the value of consumer price index (CPI) on the last date of the previous fiscal year as published by Pakistan Bureau of Statistics, i.e. 30th June 2027 for invoices submitted for the period of 1st July 2027 and onwards and 30th June 2028 for invoices submitted for the period 1st July 2028 and so on.

CPI₀ is the value of consumer price index on the date of bid submission.

Accordingly, the Monthly O&M Rate (MOMR) shall be subject to adjustment for changes in: -

- iii. Sales Tax on Services rate as and when applicable
- iv. CPI from every new fiscal year

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

Goods Cost

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

PRICE SCHEDULE DETAILS (Part B)

Lahore Metrobus System (LMBS)

Item No.	Particulars	Tentative Quantity	Unit	Unit Price (inclusive of all taxes)	Total Price (inclusive of all taxes)	
					Words	Figure
1	Wall Speakers with Allied Cabling (as per requirements)	162	No.			
2	Audio Mixer Amplifiers	54	No.			
3	Microphones	54	No.			
4	DVD Players	54	No.			
5	12U Racks	54	No.			
6	Integration, Testing and Commissioning of Connectivity of Public Address System (PAS) with Automated Fare Collection & Bus Scheduling System (AFC-BSS) and UPS, including Supply Installation and Termination of Cabling, Conduits and Associated Allied Works, to Enable Centralized Passenger Announcements at Metro Bus Stations.	1 Job				
Total Price						

Multan Metrobus System (MMBS)

Item No.	Particulars	Tentative Quantity	Unit	Unit Price (inclusive of all taxes)	Total Price (inclusive of all taxes)	
					Words	Figure
1	Wall Speakers with Allied Cabling (as per requirements)	66	No.			
2	Audio Mixer Amplifiers	02	No.			
3	Microphones	22	No.			
4	Integration, Testing and Commissioning of Connectivity of Public Address System (PAS) with Automated Fare Collection & Bus Scheduling System (AFC-BSS) and UPS, including Supply, Installation and Termination of Cabling, Conduits and Associated Allied Works, to Enable Centralized Passenger Announcements at Metro Bus Stations.	1 Job				
Total Price						

Pakistan Metrobus System (PMBS)

Item No.	Particulars	Tentative Quantity	Unit	Unit Price (inclusive of all taxes)	Total Price (inclusive of all taxes)	
1	Wall Speakers with Allied Cabling (as per requirements)	75	No.			
2	Audio Mixer Amplifiers	25	No.			
3	Microphones	28	No.			
4	12U Racks	25	No.			
5	Integration, Testing and Commissioning of Connectivity of Public Address System (PAS) with Automated Fare Collection & Bus Scheduling System (AFC-BSS) and UPS, including Supply Installation and Termination of Cabling, Conduits and Associated Allied Works, to Enable	1 Job				
Total Price						

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

8.12. Integrity Pact (Rs. 300 Stamp Paper)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No. _____ Dated _____ Contract Value: _____
Contract Title: _____

..... [name of Operator] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Operator] 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government, except that which has been expressly declared pursuant hereto.

[Name of Operator] 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Operator] 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 rights and remedies available to Government under any law, contract or other instrument, be voidable at the option of Government.

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

Name of Procuring Agency: Name of Operator:
Signature: Signature:

.....

[Seal]

[Seal]

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	____% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
2	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
3	Copy of active Registration with Sales Tax Authorities (STRN)		
4	Copy of active Registration (Professional Tax Certificate)		
5	Bidder s JV Member information as per form 8.2 (Not Applicable)		
6	At least _____ of similar nature having similar cost or above have been performed / executed in public organization during last 02 years (certificate duly signed by gazetted officer attached).		
7	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
8	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 300/- (i) The firm is not currently blacklisted by the Procuring Agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information.		

	(iv) ****omitted*** Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	i. Completion Certificates of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Audited Financial Statement, Bank Balance / Credit Line Limit, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). iv. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
14	Integrity Pact (as per form 8.12) on non-judicial Stamp Paper of Rs. 300/-		

Stamp & Signature of Bidder _____

Annexure-A Service Level Agreement

This SERVICE LEVEL AGREEMENT (SLA) is made on this _____ day of _____, 2026 (hereafter to as “**SLA**”)

The Punjab Masstransit Authority (PMA), hereinafter referred to as the “**Procuring Agency**” / “**PMA**”;

AND

_____, hereinafter referred to as the “**Supplier**” / “**Supplier**”.

The Procuring Agency and the Supplier shall collectively be referred to as the “**Parties**”.

1. Purpose and Scope:

- This SLA defines the service levels, performance standards, operational responsibilities, maintenance requirements, monitoring mechanisms, response and resolution timelines, reporting requirements, escalation procedures and applicable penalties for the Operation & Maintenance (O&M) of the Public Address System (PAS) installed at PMA facilities, stations, terminals, depots, offices and other designated locations which the Supplier must aim to deliver for the Services outlined in tender document/contract.
- The purpose of this SLA is to ensure continuous, reliable, safe and effective operation of the Public Address System and all associated equipment, software, communication interfaces, power and control components.
- This SLA shall be read in conjunction with the tender documents, contract agreement, technical specifications, bill of quantities, approved drawings, manufacturer's recommendations and other contractual documents.
- In case of any conflict, the provisions of the principal contract shall prevail unless expressly amended through an approved written change.

2. Service Availability and Monitoring:

PMA authorized personnel will check Service Level Compliance of the Supplier through the available mechanisms, data and systems.

Service Availability:

An overall uptime of 99.9% is expected from all components and services related with PAS (Components/Modules/Services as listed in tender document/ contract).

Service Monitoring:

- The Supplier, through the monitoring system must provide the data that is sufficient to allow analysis and reporting of performance and availability of components, equipment, modules to the detail and frequency described in this SLA.

- The Supplier will additionally use data gathered from its monitoring of the Components to inform & take approval from competent authority for its decisions in respect of any changes to its infrastructure which in its sole discretion, deems necessary to maintain or improve the availability and performance of the services delivered to PMA.
- The Supplier must use already available helpdesk / complaint management system i.e. ITMIS with access to PMA authorized personnel.
- The Supplier after the award of the contract will immediately provide a list of users of PMA ITMIS System for each city i.e. LMBS, PMBS and MMBS to be created user login on PMA ITMIS System to ensure intimation and resolution of tickets/complaint on this complaints management system.

3. Scheduled Maintenance:

- Scheduled maintenance should fall outside normal working hours, and not exceed a total of 4 hours per month. The Supplier must seek approval from the concerned government department and authorities for all pre-planned/scheduled maintenance work by submitting a detailed maintenance work plan along with reasons for scheduled maintenance, and impact on services (if any), and on service levels - at least one week prior to planned execution of the scheduled maintenance work.
- After completion of the planned work, the Supplier will report the outcome to the concerned department/authority in writing and by updating Supplier's call management system and associated website. PMA will have access to call management system to log calls and to assign categories.

4. Supplier Responsibilities

- The Supplier will be responsible for providing a mechanism to the Procuring Agency for taking reliable backups.
- The Supplier will ensure use of licensed software and products, where applicable.
- The Supplier must ensure that the support personnel are properly qualified to support all software/hardware related issues.
- The Supplier will be responsible for providing timely and comprehensive analysis and reports to PMA or the concerned department based upon the information/data gathered in the system.
- The Supplier would be responsible for security of the data being entered into and processed by the applications.
- The Supplier shall be responsible for identifying and raising issues in a timely manner before they become critical or impact service delivery, ensuring their prompt resolution and escalating them to the appropriate level, including the Procuring Agency and concerned government department, as and when required.
- The Supplier shall provide effective and efficient support throughout the contract period through the online complaint management system, telephone, email, and onsite presence as required, including timely resolution of issues both remotely and onsite.
- Accurately and thoroughly log, analyze, track, update, and resolve service requests in the issue tracking system, documenting each step taken to address the issue and responding to service requests through email, telephone, or in person.

- The focal person at the Procuring Agency is notified about the creation of all critical service requests through email, SMS, and phone call and intimation on complaint management system.
- Documenting all technical inquiries and developing solutions for the knowledge base.
- The Supplier will be responsible for providing support throughout the period of contract. Application support should cover aspects such as performance / load management, system /security hardening, system configuration, patch management etc.
- Supplier must submit and conform to a detailed, agreed upon quality management plan. The Supplier will follow up all closed tickets along with response time and quality services delivered to ensure level of services provided to the Procuring Agency in reaching resolution.
- The Supplier shall provide a step-by-step procedure for application recovery and take all necessary actions to restore the system in a timely manner.
- The Supplier is bound to support the integration of Public Address System (PAS) with existing AFC-BSS system and future systems of PMA etc. Any up gradation and rectification in Public Address System (PAS) should not affect its ability to integrate with other systems.

5. Fault Level Categories:

Fault Level Categories as described below will be assigned by the Procuring Agency; however, Procuring Agency may amend based on factors as present on the ground.

Fault levels Category	Definition	Initial Response	Resolution
Critical	The system is unable to be used. There is no viable workaround. Downtime will lead to service loss.	Within 15 minutes	Within 4 hours
Urgent	There is a problem with a part of the system which impacts decision making and there is a likelihood of service loss.	Within 1 hour	Within 6 hours
High	The efficiency of the system users is being impacted, but a viable workaround exists.	Within 2 hours	Within 12 hours

Normal	A fault with low impact and no possibility of service loss. A viable workaround exists.	Within 6 hours	Within 24 hours
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6. Fault Reporting

- Faults identified by the Supplier's designated operational staff shall be logged by the Supplier against the applicable Fault Level Category in the centralized complaint management system, visible to all stakeholders. Where an automated alert system is not available for particular equipment/scenarios, issues shall be reported via phone call to the Supplier's helpline and subsequently entered into the complaint management system.
- Faults observed on the ground may also be reported by PMA officials or surveillance teams, via phone call to the Supplier's helpline and/or by logging a complaint directly into the complaint management system. Where PMA officials or surveillance teams log a complaint without assigning a Fault Level Category, the category shall be assigned initially by the Supplier.
- In either case, the Procuring Agency may disagree with or amend the Fault Level Category assigned by the Supplier, based on factors present on the ground.
- The Supplier shall notify the Authority of any fault by email, fax, and/or telephone as soon as it becomes aware of it, and shall keep the monitoring cell informed of progress towards resolution. Any fault not fixed within the stated Resolution time shall be escalated to the Supplier's executive management. Faults/issues/complaints shall not be closed until resolution is verified on the ground by PMA.

7. Initial Response:

Time taken by the Supplier's qualified representative to arrive at the premises where the failure occurred, after the problem is reported by the automated alert system where applicable.

8. Resolution:

Time it takes to resolve the problem.

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

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

9. SLA Metrics and Penalties

In case of breach of the SLA parameters set out below, penalties shall be imposed depending on the nature, severity, and duration of the breach, in the form of the stated percentage of monthly charges. The cumulative penalty imposed in respect of any given month shall not

exceed 10% of the payable monthly charges to the Supplier, notwithstanding that the individual penalty percentages listed against more than one parameter below may, if aggregated without this cap, exceed that limit. In addition to such penalties, the Procuring Agency may invoke forfeiture of the performance guarantee to the extent it deems suitable, by written notice to the Supplier.

Sr. No	Service	Parameter	Service level	Validation	Penalty
1	Helpdesk	Resolution of issues logged as per fault level categories definitions above	99%	Report generated from ITMIS	If 95%-98.99% calls resolved on-time, then 2% penalty on monthly charges 90%-94.99% calls resolved on time, then 5% penalty on monthly charges. <90% of complaints being resolved on time 10% of monthly charge.
2	System Configurations, Change Requests and Report Generation on ITMIS or Email	System Configuration and Required Report Generation Resolution logged as per fault level categories definitions above	99%	Report	If 95%-98.99% are resolved on-time, then 2% penalty on monthly charges. 90%-94.99% resolved on time, then 5% on monthly charges. <90% resolved on time, 10% of monthly charge.
3	Asset/Inventory Management System	Provide monthly Asset Inventory Reports	95%	Report	0.2% of monthly charges
		Conduct bi-annual physical asset verification	100%	Satisfaction report to be signed off by authorities	Stock/inventory not being available/fault must be fixed/provided /settled by Supplier. 0.5% of the aggregate monthly charges for the preceding six months

4	Quarterly Evaluation	Evaluation of Supplier's performance on quarterly basis	100%	Management approval of Supplier's performance evaluation report	5% of aggregate monthly charges for preceding three (03) months
5	Problem Management	Supplier shall provide a root cause report every month if there are more than 10 incidents of the same type. Supplier must take appropriate and timely corrective action to prevent further issues from same cause.	100% timely submission covering all incidents logged in that month	Root cause report Incident report Document detailing corrective action	5% penalty on monthly charges if the Supplier does not submit a problem report for that month. Another 5% penalty if Supplier does not perform corrective action for more than one calendar month.
6	PAS Equipment	Equipment Malfunction report	100%	Helpdesk Report	2% of the monthly charge on every slippage of one calendar day
		PAS Malfunction/ Not Operational	100%	PAS can be considered as malfunctioning under the condition that the speakers are not working, amplifiers, microphones, DVD players non-operational etc.	5% of monthly charge on every slippage of one calendar day

10. Calculation of Uptime:

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

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

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

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

The PMA would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance would need to be mutually agreed between PMA and the Supplier for 24/7 hours operation. To reduce this time, various maintenance activities can be clubbed together with proper planning. The Scheduled Downtime is 0 if we are not having 24/7 hours operation.

11. Downtime Calculation:

The recording of downtime shall commence at the time of registering it with Supplier for any downtime situation for the equipment. The registration could be done through auto alert, complaint logging etc. Downtime shall end when the problem is rectified and the application/service is available to the user.

Down time will not be considered for pre-scheduled preventive maintenance and health checks (Scheduled Downtime).

If the PMA elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until the PMA releases the machine / equipment to the Supplier for remedial action.

1. The compliance report shall be submitted monthly, by the Supplier.
2. These compliance reports shall be verified by PMA officials or the nominated representatives of PMA. Any disputes on the compliance report shall be escalated to a nominee of the senior management of PMA and the decision of that nominee shall be binding on both the parties.
3. The compliance to the SLA metrics as listed above shall be monitored on the monthly basis.
4. If PMA finds that the Supplier has breached any of the SLA Metrics more than three (3) times in a year then PMA, in its sole discretion, may terminate the Agreement in accordance with the provisions thereof. Such termination of the Agreement shall be without prejudice to any other rights available to PMA.
5. The compliance report shall be submitted along with the Monthly invoice by the Supplier.

12. Breach of SLA:

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

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

13. Exclusions:

The Supplier will be exempted from delays or slippages on SLA parameters arising out of delays in execution due to delay in approval or review from PMA side. Any such delays will be notified in writing.

14. Monitoring and Auditing:

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

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

15. Performance Reporting Procedures:

- The Supplier will prepare and distribute to PMA the SLA performance reports in an agreed upon format by the 3rd working day of subsequent month of the reporting period. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events.
- The Supplier shall record performance and availability of each of the Procuring Agency Components and report this information to the Procuring Agency. Where periodic account reviews are agreed by both parties to be held between the Procuring Agency and the Supplier, these reports will form an agenda for such reviews. The Supplier will enable the Procuring Agency to view the reports via the Supplier’s service system.

16. Issue Management Procedures:

General:

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between PMA and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

Issue Management Process:

Either PMA or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

PMA and Supplier's representative will determine which committee or executive level should logically be involved in resolution.

A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

Management of PMA and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.

17. SLA Change Control:

General:

It is acknowledged that this SLA may change as PMA's business needs evolve over the course of the contract period. **The PMA reserves the right to review the SLA periodically and update it accordingly with mutual consent. The review amendments will be binding on the Supplier.** As such, this document also defines the following management procedures:

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

SLA Change Process:

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be PMA monthly review meetings.

Version Control:

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

18. Management Escalation Procedures:

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that PMA and Supplier management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1. All issues would be raised to the project management team, which is completely responsible for the day-to-day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.

2. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/risks detailed for decision. Top management will make decisions based on the options/risks presented by the PMA.

19. Training Requirements:

Training is an important activity for the successful implementation of Work. To make the Work a success, the following training programs shall be arranged by the Supplier from time to time depending on the requirement and understanding of the PMA, operators, participating users, etc. For all these training programs, the Supplier shall provide adequate course material documents. The following are the trainings to be imparted by the Supplier:

1. Supplier shall impart training to PMA nominated staff, so that they are aware of the operations of the solution and further impart training to the relevant staff of PMA ensuring smooth running of System at the selected sites.
2. Supplier shall also be responsible for re-training the PMA nominated trainers' staff whenever changes are made in the System and it shall be the responsibility of the Supplier to ensure that the operators are familiar with new versions of system and its allied services.

20. Complaints Procedure

- If the Procuring Agency has any complaint, concern, or dissatisfaction regarding the management, availability, responsiveness, quality, or effectiveness of the Supplier's support facilities and services, the Procuring Agency Representative shall promptly communicate such complaint to the Supplier's designated representative.
- The Supplier shall acknowledge the complaint, investigate the matter, and take appropriate corrective measures within the timeframe specified in the Service Level Agreement (SLA) or otherwise communicated by the Procuring Agency.
- The Supplier shall provide the Procuring Agency with an update on the corrective action taken and the status of resolution. If the Supplier fails to rectify the reported issue or complaint within the prescribed timeframe, the Procuring Agency shall be entitled to impose the applicable penalty/service credit or other liquidated damages specified in the Contract for each instance of delay or non-compliance, without prejudice to any other rights or remedies available to the Procuring Agency under the Contract.
- Repeated or persistent failure to rectify such complaints within the prescribed timeframes may also constitute a material service-level breach and may result in further contractual remedies, including escalation, recovery of additional costs, or termination in accordance with the provisions of the Contract.

21. General Maintenance Conditions:

- The maintenance shall include both Preventive Maintenance and Corrective Maintenance.

- This Service Level Conditions shall cover each and every part/component of the System. The Supplier shall examine, clean and adjust various components/parts of the entire System including all parts and components every month and shall take necessary measures to maintain the units in proper working conditions in accordance with the Specifications in the Service Level Conditions.
- The Supplier shall supply and replace any part/components which are discovered to be potentially detrimental to the safety of the user and/or to the efficient and cost-effective operation of the units and which require immediate replacement.
- In case of need to replace any part/component, the Supplier shall provide original make genuine non-refurbished parts/components of similar/higher quality.
- The Supplier shall be liable for any kind of damage to the user of the units caused by poor maintenance, delay in any repair/maintenance works and shall pay for the damage.
- Repairs may be carried out generally during non-operational hours.

22. Effective Date and Validity

This SLA shall become effective from the end of commissioning period and date of signing by the authorized representatives of both Parties and shall remain effective for the duration of the O&M Contract, unless amended, superseded or terminated in accordance with the Contract.

IN WITNESS whereof the parties here to have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

THE PROCURING AGENCY

SIGNATURE:

NAME:

CNIC:

DESIGNATION:

WITNESSES

SIGNATURE:

NAME:

CNIC:

DESIGNATION:

SIGNATURE:

NAME:

CNIC:

DESIGNATION:

THE SUPPLIER

SIGNATURE:

NAME:

CNIC:

DESIGNATION:

SIGNATURE:

NAME:

CNIC:

DESIGNATION:

SIGNATURE:

NAME:

CNIC:

DESIGNATION: