
**SINDH MASS TRANSIT AUTHORITY,
TRANSPORT AND MASS TRANSIT DEPARTMENT,
GOVERNMENT OF SINDH**

BIDDING DOCUMENT

IN RELATION TO THE

HIRING OF A SUPPLIER/BIDDER

FOR

**SUPPLY OF GOODS (50 DIESEL DOUBLE DECKER BUSES)
UNDER ADP SCHEMES**

ISSUED ON: MAY, 2026

LETTER OF INVITATION

(this “Letter”)

The Sindh Mass Transit Authority, established under Section 4 (*Establishment of Authority*) of the Sindh Mass Transit Authority Act, 2014, intends to implement an integrated bus operations model as a solution to cater for the public transport demand in Karachi, Sindh and to establish a network of public transport routes. The proposed integrated bus operations model will offer high quality bus transport services in Karachi.

In order to achieve the aforesaid objectives, Sindh Mass Transit Authority has proposed the project. As part of the project, Supply of Goods (Fifty (50) diesel double decker buses), are being procured as part of the SUPPLIER/BIDDER 's Obligations, only for the city of Karachi. For the implementation of the Project, Sindh Mass Transit Authority has issued the Bidding Documents and pursuant to this Letter invites Bids comprising of Technical Proposals and Financial bids shall be submitted through SPPRA **EPAD** system.

The Bidding Documents set out the provisions relating to the International competitive bidding process being conducted by the Employer (SMTA) as per the requirements of the Sindh Public Procurement Act, 2009, read with the Sindh Public Procurement Rules, 2010, and the applicable Pakistani laws, for the selection of a SUPPLIER/BIDDER to provide and undertake the SUPPLIER/BIDDER 's Obligations for the Project, as per the scope specified in of the Bidding Documents and in accordance with the provisions of the Agreement.

It is mandatory for the Bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in Section (*Bidding Forms*) of the Bidding Documents. Bids that are not prepared on the prescribed formats may not be considered by the Employer. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation and may lead to rejection of the Bid.

Bid must be delivered to the address given below by not later than the Submission Deadline. The Technical Proposal will be opened on the same day at 12.00 noon (Pakistan standard Time) in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposal of only technically qualified Bidders will be opened through **EPAD system**.

The Employer reserves the right to accept or reject any Bids received under the Bidding Documents or cancel / annul the Bidding Process, at any time during the Bidding Process.

Bidders may be invited for a pre-bid meeting, in accordance with the Bidding Documents, during which Bidders may discuss any aspect of the Bidding Documents.

You may obtain further information and acquire the Bidding Documents from the address given below on a working day during office hours before the Submission Deadline, on submission of a written application.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Documents.

Director Infrastructure & Planning
House # D 43/1, Shahrha-e-Ghalib, Block 2, Clifton, Karachi
021-99332206-9
Sindh Mass Transit Authority

IMPORTANT NOTICE

These Bidding Documents are being issued to the recipient by the Employer solely for use in preparing and submitting its Bid for participation in the National competitive bidding process being conducted by the Employer for the purposes of selection of a Successful Bidder to perform and undertake the SUPPLIER/BIDDER 's Obligations in relation to the Project i.e. Supply of Goods (50 diesel double decker buses) as per criteria mentioned in bidding documents.

The Bids will be reviewed in accordance with the applicable Pakistani laws and Sindh Public Procurement Regulatory Act 2010 and amended time to time. Neither the Employer, nor its employees, personnel, agents, consultants, advisors and contractors *etc.*, make any representation (express or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Employer nor its employees, personnel, agents, consultants, advisors and contractors *etc.*, will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the SUPPLIER/BIDDER 's Obligations. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall be upon the full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance by the Bidders of all the terms and conditions stated in these Bidding Documents.

A Bid that is submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Employer. The Employer (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the Employer (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process for award of the Agreement.

**PART I:
INSTRUCTIONS TO BIDDERS**

TABLE OF CONTENTS

A. DEFINITIONS	6
B. GENERAL	9
ITB 1. SCOPE OF BID AND SOURCE OF FUNDS	9
ITB 2. ELIGIBLE BIDDERS	9
ITB 3. COST OF BIDDING	9
C. BIDDING DOCUMENTS	11
ITB 4. CONTENTS OF BIDDING DOCUMENTS.....	11
ITB 5. CLARIFICATION OF BIDDING DOCUMENTS.....	12
ITB 6. AMENDMENT OF BIDDING DOCUMENTS.....	12
D. PREPARATION OF BIDS.....	13
ITB 7. LANGUAGE OF BID.....	13
ITB 8. DOCUMENTS COMPRISING THE BID	13
ITB 9. TECHNICAL PROPOSAL	13
ITB 10. FINANCIAL PROPOSAL.....	14
ITB 11. CURRENCIES OF BID AND PAYMENT.....	15
ITB 12. EMPLOYER’S RIGHT TO VERIFY DOCUMENTS	15
ITB 13. BID SECURITY	15
ITB 14. BID VALIDITY	16
ITB 15. FORMAT AND SIGNING OF BID	16
ITB 16. SUBMISSION, SEALING AND MARKING OF BIDS.....	17
ITB 17. DEADLINE FOR SUBMISSION OF BIDS	17
ITB 18. LATE BIDS	17
ITB 19. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS	18
E. BID OPENING AND EVALUATION.....	19
ITB 20. BID OPENING.....	19
ITB 21. CLARIFICATION OF BIDS	20
ITB 22. PRELIMINARY EXAMINATION.....	20
ITB 23. DETERMINATION OF RESPONSIVENESS OF BIDS.....	21
ITB 24. CONVERSION TO SINGLE CURRENCY	22
ITB 25. SUCCESSFUL BIDDER.....	22
ITB 26. CONFIDENTIALITY	22
F. AWARD OF CONTRACT	24
ITB 27. EMPLOYER’S RIGHT TO ACCEPT / REJECT BIDS.....	24
ITB 28. NOT USED	24
ITB 29. AWARD CRITERIA	24
ITB 30. NOTIFICATION OF AWARD	24
ITB 31. NOT USED	25
ITB 32. PERFORMANCE SECURITY	25
ITB 33. SIGNING OF CONTRACT.....	26
ITB 34. FORMATION OF SPV BY THE SUCCESSFUL BIDDER.....	26
G. ADDITIONAL INSTRUCTIONS.....	27
ITB 35. INSTRUCTIONS NOT PART OF THE BUS SUPPLY AND O&M AGREEMENT	27
ITB 36. SUFFICIENCY OF BID.....	27
ITB 37. INSURANCE	27
ITB 38. CORRUPT AND FRAUDULENT PRACTICES	27
ITB 39. INTEGRITY PACT.....	28
H. BIDDING FORMS.....	29
BIDDING FORM T1 - LETTER OF TECHNICAL PROPOSAL	30
I. BIDDING DOCUMENTARY REQUIREMENTS.....	47
J. ANNEXURES.....	49

A. DEFINITIONS

All capitalized terms used in this ITB and not otherwise defined, shall have the meaning ascribed to them under the Agreement. In addition, the following terms shall have the following meanings, unless the context otherwise requires:

“Acceptable International Credit Rating” means, with respect to a person or the unsecured, unguaranteed and unsubordinated instruments issued by such person, an international rating of A- or higher by S&P, A3 or higher by Moody’s or A- or higher by Fitch, provided that where a person or any instrument is rated by more than one of S&P, Moody’s or Fitch, then the lowest rating will apply for determining whether the person or instrument has an Acceptable International Credit Rating.

“Acceptable Pakistan Credit Rating” means, with respect to a person or the instruments issued by such person:

- (i) in relation to such a person, that is rated AA+ or higher by PACRA or AA+ or higher by VIS; and
- (ii) in relation to such an instrument, that is rated AA+ or higher by PACRA or AA+ or higher by VIS,

provided that where a person or any instrument is rated by more than one of PACRA or VIS, as applicable, then the lowest rating will apply for determining whether the person or instrument has an Acceptable Pakistan Credit Rating.

“Acceptance of Notification of Award” has the meaning given to that term in ITB 30.3.

“Agreement” means the Supply, Construction, Operations and Maintenance Agreement, including all schedules attached thereto, to be entered into between the Employer and the SUPPLIER/BIDDER, in relation to the Project, in the form attached in Part II of the Bidding Documents.

“Applicable Laws” has the meaning given to that term under the Agreement.

“Authorised Representative” has the meaning given to that term in ITB 15.2.

“Bid” means the bid comprising a Technical Proposal and a Financial Proposal, submitted or to be submitted by the Bidder to the Employer pursuant to the Bidding Documents for the Project.

“Bidder(s)” means a bidder that has submitted a Bid to the Employer pursuant to the Bidding Documents.

“Bidding Documents” has the meaning given to that term in ITB 4.1.

“Bidding Forms” means the forms attached to this ITB that shall be filled out by the Bidder and to be submitted as part of the Bid.

“Bidding Process” has the meaning given to that term in ITB 1.1.

“Bid Opening” has the meaning given to that term in ITB 20.1.

“Bid Security” has the meaning given to that term in ITB 13.1.

“Bid Validity Period” has the meaning given to that term in ITB 14.1.

“Bus” or **“Buses”** means the buses to be procured for the purposes of the Project, meeting the specifications set out in the Employer’s Requirements and in accordance with the requirements of the Agreement.

“SUPPLIER/BIDDER ’s Obligations” has the meaning given to that term in the Agreement and includes the services to be provided by the SUPPLIER/BIDDER in terms of the Agreement, as specified in Annexure D (*SUPPLIER/BIDDER ’s Scope of Work*) of the Bidding Documents and Schedule A (*SUPPLIER/BIDDER ’s Scope of Work and Employer’s Requirements*) of the Agreement.

“Clarification” has the meaning given to the term in ITB 5.1.

“SUPPLIER/BIDDER ” means the Successful Bidder that will enter into the Agreement with the Employer for performance of the SUPPLIER/BIDDER Obligations thereunder.

“SUPPLIER/BIDDER ’s Taxes” has the meaning given to that term in the Agreement.

“Corporate Guarantee” has the meaning given to that term in the Agreement.

“Corporate Guarantee Legal Opinion” has the meaning given to the term in ITB 31.1.

“Employer” means the Sindh Mass Transit Authority established under Section 4 (*Establishment of Authority*) of the Sindh Mass Transit Authority Act, 2014, having its office located at House # D 43/1, Shahrha-e-Ghalib ,Block-2 Clifton, Karachi].

“Employer’s Requirements” means the requirements as set out in Annexures of the Bidding Documents of the Agreement.

“Financial Proposal” means the financial proposal submitted by a Bidder as part of its Bid pursuant to the Bidding Documents.

“Integrity Pact” has the meaning given to that term in ITB 39.1.

“ITB” or **“Instruction to Bidders”** means the instructions to Bidders set out in Part I (*Instructions to Bidders*) of the Bidding Documents.

“Letter of Invitation” means the letter issued by the Employer to prospective Bidders for participation in the Bidding Process.

“Minimum Credit Rating” means the Acceptable International Credit Rating or the Acceptable Pakistan Credit Rating.

“Notification of Award” has the meaning given to that term in ITB 30.1.

“Pakistani Rupee” or **“PKR”** means the lawful currency of Pakistan.

“Performance Security” means the Performance Security to be furnished and maintained by the SUPPLIER/BIDDER in accordance with ITB 32.1 and the Agreement.

“Procurement Laws” means collectively: (a) the Sindh Public Procurement Act, 2009; and (b) the Sindh Public Procurement Rules, 2010; as may be amended, modified, supplemented, extended or re-enacted from time to time.

“Project” means Supply of Goods (50 Diesel Double Decker Buses) under ADP Schemes.

“Required Documents” has the meaning given to the term in ITB 31.2.

“Submission Deadline” as mentioned in the advertisement.

“Sub-Supplier” mean any person named in the bid as a sub supplier, or any person appointed as sub supplier, for a part of Goods, or for undertaking any part of the suppliers’ obligations.

“Supply Obligations” has the meaning given to that term in the Agreement.

“Successful Bidder” means the Bidder: (i) having the lowest evaluated Bid pursuant to the requirements of the Bidding Documents and the Procurement Laws; and (ii) selected by the Employer to execute the Agreement pursuant to the requirements of the Bidding Documents and perform and undertake the SUPPLIER/BIDDER ’s Obligations.

“Technical Proposal” means the technical proposal submitted by a Bidder as part of its Bid pursuant to the Bidding Documents.

“United States Dollar”, “USD” or “US\$” means the lawful currency of the United States of America.

Supplier’s Taxes means an includes all taxes duties and fees including taxes on income of the supplier and all other taxes, duties and charges (including custom and import duties), in each case, that may be applicable to the Goods, to the delivery to the Delivery Points (including any associated customs and import duties for clearance of imported goods from the port in the suppliers country) and other supplier obligation’s provided, however, the aforesaid taxes in each case shall be deemed to be included in supply prices.

B. GENERAL

ITB 1. Scope of Bid and Source of Funds

- 1.1 The Employer wishes to conduct an International competitive bidding process open for all local Bidders to participate in accordance with Sindh Public Procurement Rules, 2010 (the “**Bidding Process**”) and receive Bids on a single-stage two-envelope basis through **EPAD** system as per the requirements of the Bidding Documents in accordance with the Procurement Laws, for the selection of a Successful Bidder to, *inter alia*, (a) perform and undertake the SUPPLIER/BIDDER’s Obligations in relation to the Project in accordance with the terms and conditions of the Agreement, in accordance with the terms and conditions.

Bidders must quote for the complete scope of the Supply Obligations. The Bids shall be deemed to cover complete Supply Obligations and unpriced items, if any, shall be deemed to be covered by the Bus Supply Cost payable by the Employer to the SUPPLIER/BIDDER. Any Bid stating coverage of partial Supply Obligations shall be rejected as non-responsive, pursuant to ITB 23 (*Determination of Responsiveness of Bids*).

- 1.2 The Employer is not bound to accept any Bid and reserves the right to annul the Bidding Process at any time prior to award of the Agreement without thereby incurring any liability to the Bidders.
- 1.3 The Project shall be funded by the Employer (SMTA, GoS)

ITB 2. Eligible Bidders

- 2.1 A Bid received from a Bidder, shall only be considered for further evaluation in accordance with the requirements of the Bidding Documents if the criteria, as set out in Annexure A (*Basic Eligibility Criteria*), is satisfied and any non-compliant Bid shall be rejected by the Employer.
- 2.2 The Successful Bidder shall comply with and acquire all consents, approvals, permits and licenses applicable under laws of Pakistan in relation to the performance of the SUPPLIER/BIDDER’s Obligations.
- 2.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request at any time during or after the Bidding Process.
- 2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. The Employer will take appropriate actions to manage such conflicts of interest which may include rejecting the Bid if it determines that a conflict of interest has affected the integrity of the procurement process conducted under the Bidding Documents.
- 2.5 The circumstances provided in the Bidding Documents (including Annexure A (*Basic Eligibility Criteria*)) which may constitute a conflict of interest are not exhaustive, and the Employer shall be the sole determinant of when a conflict of interest shall arise.
- 2.6 Each Bidder shall indemnify the Employer, its affiliates and its advisors fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from a Bidder’s breach of its obligations referred to above and other obligations under the Bidding Documents.

ITB 3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

- 3.2 The Bidder is advised to obtain for itself at its own cost and responsibility all information that may be necessary for preparing the Bid and entering into the Agreement for execution and performance of the SUPPLIER/BIDDER 's Obligations. This shall include but not to be limited to the following:
- (I) Inquiries on Pakistani federal, provincial and local taxes to the relevant tax regulatory authorities as per the applicable laws.
 - (II) Inquiries on repatriation of payments / profits abroad to the concerned authorities of State Bank of Pakistan.
 - (III) Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - (IV) Information regarding regulatory clearances or any other enforcement agency clearances required for import of goods, or other material, etc.
 - (V) Investigations regarding transport conditions and the probable conditions which will exist at the time any goods or parts are required to be transported.
 - (VI) Any other information that may have a financial bearing on the Bid.

C. BIDDING DOCUMENTS

ITB 4. Contents of Bidding Documents

4.1 The Bidding Documents comprise the documents stated below and should be read in conjunction with any addendum issued in accordance with ITB 6 (*Amendment of Bidding Documents*) (the “**Bidding Documents**”).

(I) **Part I – Instructions to Bidders**

- (a) ITB (Sections A – G)
- (b) Bidding Forms (Section H)
- (c) Bidding Documentary Requirements (Section I)
- (d) Annexures (Section J)
 - (i) Basic Eligibility Criteria (Annexure A)
 - (ii) Evaluation and Qualification Criteria (Annexure B)
 - (iii) Notification of Award (Annexure C)
 - (iv) SUPPLIER/BIDDER ’s Scope of Work (Annexure D)
 - (v) Employer’s Requirements (Annexure E)
 - (vi) Undertaking by Supplier (Annexure I)

(II) **Part II –Bus Supply Agreement**

4.2 The Bidding Forms comprise the forms stated below and should be read in conjunction with any addendum issued in accordance with ITB 6 (*Amendment of Bidding Documents*).

(I) For the Technical Proposal

- (a) T1 – Letter of Technical Proposal;
- (b) T2 – Form of Integrity Pact;
- (c) T3 – Form of Power of Attorney;
- (d) T4 – Form of Affidavit;
- (e) T5 – Bus Specification Compliance Checklist.

(II) For the Financial Proposal

- (a) F1 – Letter of Financial Proposal;
- (b) F2 – Details of Financial Proposal; and
- (c) F3 – Form of Bid Security.

4.3 Bidders are expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements of Bid submission set out in the Bidding Documents will be at the Bidders’ own risk. Pursuant to ITB 23 (*Determination of Responsiveness of Bids*), Bids which are not responsive to the requirements of the Bidding Documents shall be rejected.

4.4 The Employer shall not be responsible for the completeness of the Bidding Documents and its addenda (if any), if the same have not been obtained directly from the source stated by the Employer in the Letter of Invitation.

- 4.5 All Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure by the Bidders to furnish all / any information or documentation as per the requirements of the Bidding Documents may result in the rejection of their Bid.

ITB 5. Clarification of Bidding Document

- 5.1 A Bidder requiring any clarification(s) in respect of the Bidding Documents (the “**Clarification**”) may raise its enquiries, in writing or by email at the following address, before or during the pre-bid meeting. Any further Clarifications are to be submitted in writing and should reach the Employer not later than seven (7) days prior to the Submission Deadline as per ITB 17 (*Deadline for Submission of Bids*):

The Director Infrastructure & Planning
Sindh Mass Transit Authority
Address: House No D 43/1,Shahrha-e-Ghalib,Block-2 ,Clifton,Karachi
Telephone: +92-021-99332206-9

- 5.2 The Employer shall issue clarification(s) or amendment(s) to the Bidding Documents resulting from such queries before the Submission Deadline to all Bidders. The Employer’s response shall be in writing, with copies to all Bidders who have acquired the Bidding Documents in accordance with ITB 4.4, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 6 (*Amendment of Bidding Documents*) and ITB 17.5.
- 5.3 The Bidder’s designated representative is invited to attend a pre-bid meeting at the date, time and venue indicated in ITB 5.1. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.4 Bidders are advised to visit and examine the relevant site(s) where the SUPPLIER/BIDDER ’s Obligations are to be performed and undertaken and its surroundings and obtain for themselves on their own expense and responsibility all information that may be necessary for preparing the Bid and entering into the Agreement. The costs and permission(s) (if any) for the purposes of visiting such site(s) shall be at the Bidder’s own expense and liability.
- 5.5 A Bidder or any of its personnel or agent may enter the site(s) where the SUPPLIER/BIDDER ’s Obligations are to be performed and undertaken, only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 5.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

ITB 6. Amendment of Bidding Documents

- 6.1 At any time prior to the Submission Deadline, the Employer may, for any reason, including at its own initiative, modify / amend the Bidding Documents by issuing addenda.
- 6.2 Any addendum issued by the Employer shall become a part of the Bidding Documents pursuant to ITB 4.1, and shall be communicated in writing to all Bidders who have obtained the Bidding Documents in accordance with ITB 4.4 and shall be published on the official website of the SPPRA which shall be binding on such Bidder. Such communication by the Employer shall constitute deemed receipt of the addenda.
- 6.3 To afford Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its sole discretion, extend the Submission Deadline in accordance with ITB 17.5.

D. PREPARATION OF BIDS

ITB 7. Language of Bid

- 7.1 The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language. In case any document / information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall govern.

ITB 8. Documents Comprising the Bid

- 8.1 The Bid shall comprise a Technical Proposal, containing the documents listed in ITB 9 hereof, and a Financial Proposal, containing the documents listed in ITB 10, both (technical and Financial) bids must be submitted through SPPRA EPAD system
- 8.2 Bidders are expected to carefully examine the Bidding Documents when preparing their Bids and use only the relevant Bidding Forms as set out in ITB 4.1. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any deviations / omissions / reservations from the formats provided in the Bidding Documents shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 8.3 In case a document required to be submitted as part of the Technical Proposal, is submitted with Financial Proposal; or a document required to be submitted with Financial Proposal, is submitted with Technical Proposal, it shall not be considered for evaluation and such document shall be considered as not submitted by the Bidder.

ITB 9. Technical Proposal

- 9.1 The Technical Proposal shall demonstrate the Bidder's unconditional acceptance of the complete scope of SUPPLIER/BIDDER 's Obligations and any obligations (direct or indirect) of the Bidder under the Agreement. Any omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be declared non-responsive.
- 9.2 The Technical Proposal submitted by the Bidder shall include the following information:
- (I) Signed and filled out Letter of Technical Proposal undertaking unconditional acceptance of the SUPPLIER/BIDDER 's Obligations, as set out in Bidding Form T1 (*Letter of Technical Proposal*);
 - (II) Integrity Pact, as set out in Bidding Form T2 (*Form of Integrity Pact*), in accordance with ITB 39 (*Integrity Pact*);
 - (III) Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding Form T3 (*Form of Power of Attorney*), in accordance with ITB 15.2;
 - (IV) Documentary evidence establishing that the Bidder is eligible and not blacklisted, as set out in Bidding Form T4 (*Form of Affidavit*), in accordance with Annexure A (*Basic Eligibility Criteria*);
 - (V) Evidence indicated for each qualification criteria specified in Annexure B (*Evaluation and Qualification Criteria*);

(VI) List of insurances to be obtained by the Bidder in accordance with ITB 37 (*Insurance*);

(VII) Any other documents required under the Bidding Documents.

9.3 The Technical Proposal shall not include any direct or indirect financial information relating to the Financial Proposal. Any Bid having such financial information shall be declared non-responsive.

9.4 The Bidder cannot subcontract the entire SUPPLIER/BIDDER 's Obligations. For any part of the SUPPLIER/BIDDER 's Obligations, which the Bidder intends to subcontract, the Bidder shall give details of the name and nationality of the proposed Sub-Contractors or Sub-Supplier, including manufacturers, for the Buses and any spare parts / items being supplied. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for the SUPPLIER/BIDDER 's Obligations (including the Buses and any spare parts / items being supplied).

ITB 10. Financial Proposal

10.1 In preparing the Financial Proposal, Bidders are expected to fully understand the requirements and conditions outlined in the Bidding Documents, all contractual obligations of the Employer under the Agreement, scope of SUPPLIER/BIDDER 's Obligations, and any obligations, direct or indirect, of the Successful Bidder under the Bidding Documents.

10.2 The Financial Proposal, in accordance with Bidding Form F2 (*Details of Financial Proposal*), shall provide a quote for the entire Supply Obligations on a “*single responsibility*” basis such that the total Bus Supply Cost (i.e., the Bid Price) covers all obligations of the SUPPLIER/BIDDER mentioned in or to be reasonably inferred from the Bidding Documents, including the Agreement in respect of the Supply Obligations. This includes all requirements under the SUPPLIER/BIDDER 's responsibilities for the Supply Obligations, are in accordance with the requirements of the Agreement. Part of the Supply Obligations against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

10.3 Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

10.4 The Financial Proposal submitted by the Bidder shall comprise the following:

(I) A breakdown of the prices in the manner and detail set out in the relevant forms in Section (*Bidding Forms*). Bidders are required to specify, in their Financial Proposals, all SUPPLIER/BIDDER 's Taxes applicable in relation to the provision and execution of the Supply Obligations;

(II) The SUPPLIER/BIDDER shall be responsible for the SUPPLIER/BIDDER 's Taxes in accordance with the requirements as stipulated in the Agreement;

(III) Signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1 (*Letter of Financial Proposal*);

(IV) Details of Financial Proposal, as set out in Bidding Form F2 (*Details of Financial Proposal*), in accordance with ITB 10 (*Financial Proposal*);

(V) Bid Security, as set out in Bidding Form F3 (*Form of Bid Security*), in accordance with ITB 13 (*Bid Security*); and

(VI) Any other document required in the Bidding Documents.

10.5 Under no circumstances shall the Employer consider / accept a conditional Bid.

ITB 11. Currencies of Bid and Payment

11.1 The Bus Supply Cost (i.e., the Bid Price) shall be quoted in USD.

11.2 Payments in respect of: (a) the Bus Supply Cost shall be made in USD under the letter of credit established by the Employer and shall be in accordance with the terms of the Agreement.

ITB 12. Employer's Right to Verify Documents

12.1 The Employer retains the right to verify particulars regarding any information, statements and / or documents furnished with the Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process and their Bid Security shall be forfeited.

ITB 13. Bid Security

13.1 The Bidder shall furnish, as part of the technical Proposal in its Bid, a Bid Security in the Lump sum amount i.e. 50 Million (PKR) which is equivalent to 178,571 USD (the "**Bid Security**").

13.2 The Bid Security shall be an irrevocable, bank guarantee in the form attached as Bidding Form F3 (*Form of Bid Security*), having a Minimum Credit Rating at all times, acceptable to the Employer.

13.3 The Bid Security shall be issued and maintained in USD\$ by an issuing bank in Pakistan or a foreign bank outside Pakistan, in each case, having the Minimum Credit Rating at all times, acceptable to the Employer. Where the Bid Security is issued by a foreign bank outside Pakistan, such Bid Security shall be counter-guaranteed / confirmed by a bank in Pakistan (having the Minimum Credit Rating at all times, acceptable to the Employer).

The Bid Security shall be valid until twenty-eight (28) days following the Bid Validity Period, as may be extended in accordance with ITB 14.2. The Performance Security (5% of contract amount) must be issued by the Successful Bidder fifteen (15) days prior to the expiry of the Bid Security.

13.4 Any Bid not accompanied by a compliant Bid Security (as exclusively determined by the Employer), shall be rejected by the Employer as non-responsive and the Bidder shall not be allowed to submit Bid Security at a later stage. The Bid Security issued by a foreign bank and not counter-guaranteed/confirmed from a local bank in Pakistan shall result in the rejection of the Bid.

13.5 Any Bid not accompanied by a Bid Security, which is, in the sole discretion of the Employer, substantially compliant with the requirements of these Bidding Documents, shall be rejected by the Employer as non-responsive. Bidders are required to submit with their original proposals the original Bid Security. The Employer shall reject a Bid if a photocopy of original Bid Security is attached with the Bid and such Bid shall not be further evaluated.

13.6 The Bid Security of the unsuccessful Bidders shall be returned as soon as reasonably possible once the Successful Bidder furnishes the Performance Security pursuant to ITB 32.1 and signing of the Agreement.

13.7 The Bid Security of Successful Bidder shall be returned as soon as reasonably possible once the Successful Bidder has furnished the required Performance Security (as set out in Agreement) and has signed the Agreement.

13.8 The Bid Security shall be forfeited:

- (I) if a Bidder withdraws its Bid during the Bid Validity Period (except as provided in ITB 20 (*Bid Opening*) or if the Bidder is found to be engaged in any corrupt, fraudulent, collusive, coercive, or obstructive practices; or
- (II) if the Successful Bidder:
 - (a) fails to sign the Agreement in accordance with ITB 33 (*Signing of Agreement*);
 - (b) fails to furnish any of the Required Documents pursuant to ITB 31 and the Agreement;
 - (c) fails to furnish Performance Security pursuant to ITB 32.1 and the Agreement;
 - (d) does not accept the arithmetical corrections of its Bid in accordance with ITB 22.4; or
 - (e) requests to withdraw its bid after opening of bids but within the Bid Validity Period;
 - (f) is found to be blacklisted by any agency of the Federal or Provincial Government;
 - (g) fails to fulfil its obligations under the Bidding Documents in terms thereof.

13.9 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the Bid Security's forfeiture, pursuant to ITB 13.9.

ITB 14. Bid Validity

- 14.1 Bids shall remain valid for a minimum period of one hundred and twenty (120) days from the Bid Opening, as may be extended by the Employer in accordance with ITB 14.2 (the "**Bid Validity Period**"). A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Employer may request all Bidders to extend the period of validity of their Bids in accordance with the Applicable Laws, such request and the response shall be in writing. If Bid Security is requested in accordance with ITB 13 (*Bid Security*), it shall also be extended accordingly for a corresponding period not exceeding the original Bid Validity Period. Extension of Bid Security may be requested each time the period of Bid validity is extended. A Bidder may refuse the request following which such Bidder's Bid will be disqualified and its Bid Security returned without forfeiture. A Bidder granting the request shall not be required or permitted to modify its Bid.

ITB 15. Format and Signing of Bid

- 15.1 Bid shall be submitted through SPPRA EPAD system However, The bidder are advised to submit technical and Financial bid in hard copy.
- 15.2 The technical and Financial bid original shall be signed by a person duly authorised to sign on behalf of the Bidder (the "**Authorised Representative**"). This authorization shall consist of a written power of attorney, as set out in Bidding Form T3 (*Form of Power of Attorney*). This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.

- 15.3 Each Bid should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder's Authorized Representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by the Employer.
- 15.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the Authorized Representative signing the Bid.
- 15.5 The Employer reserves the right to reject a Bid which does not meet the requirements in ITB 15 (*Format and Signing of Bid*).

ITB 16. Submission, Sealing and Marking of Bids

- 16.1 Bidders shall submit their Bids through SPPRA (**EPAD**) system. Bidders are also advised to submitted hard copies of technical and financial bid
- 16.2 All Bidding Forms forming part of the Technical Proposal and the Financial Proposal, as specified in the Bidding Documents are to be properly completed and signed. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Bid may be rejected.

ITB 17. Deadline for Submission of Bids

- 17.1 Bids must be received by the Employer at the address specified in ITB 5.1 not later than the Submission Deadline.
- 17.2 Bids with charges payable shall not be accepted, nor shall any arrangements be made to collect the Bids from any delivery point other than the one specified in ITB 5.1. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims for refund of any expense shall be entertained.
- 17.3 Where delivery of the Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, the Bidder shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Bid.
- 17.4 Upon request, acknowledgement of receipt of the Bids shall be provided to those delivering Bids in person or by messenger.
- 17.5 The Employer may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with ITB 6 (*Amendment of Bidding Documents*), in which case all rights and obligations of the Employer and the Bidders previously subject to the earlier Submission Deadline shall thereafter be subject to the extended Submission Deadline.

ITB 18. Late Bids

- 18.1 Any Bid received by the Employer after the Submission Deadline prescribed in ITB 17 (*Deadline for Submission of Bids*) shall be declared late, rejected and returned unopened to such Bidder.
- 18.2 Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location, shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which to deliver its Bid in a timely manner.

ITB 19. Modification, Substitution and Withdrawal of Bids

- 19.1 Any Bidder may modify, substitute, or withdraw its Bid after submission provided that written notice, duly signed by Authorised Representative, for the modification, substitution or withdrawal is received by the Employer prior to the Bid Opening.
- 19.2 The notice for modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of “MODIFICATION” or “SUBSTITUTION” on all envelopes in case of modification or substitution, or “WITHDRAWAL” on the envelope containing the notice, in case of withdrawal.
- 19.3 Withdrawal of a Bid during the interval between the Submission Deadline and the expiration of the Bid Validity Period (or any extension thereof) shall result in forfeiture of the Bid Security pursuant to ITB 13 (*Bid Security*).
- 19.4 Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the requesting Bidder(s).
- 19.5 Upon submission of Bids, no changes to the Agreement will be permitted other than those requested by the Employer and agreed to by the Bidder and inclusion of details of the Successful Bidder (to whom the Agreement is awarded) and any other information that was incomplete prior to the Submission Deadline.

E. BID OPENING AND EVALUATION

ITB 20. Bid Opening

- 20.1 The Employer shall conduct the opening of Technical Proposals (the “**Bid Opening**”) in the presence of Bidders’ designated representatives who choose to attend, and at the following address, date and time:
- Address:
Director Infrastructure and Planning
Sindh Mass Transit Authority
Address: House No D 43/1, Shahrha-e-Ghalib, Block-2, Clifton, Karachi
Telephone: +92-021-99332206-9
- 20.2 The Financial Proposals shall remain unopened and will be held in custody of the Employer until the specified time of their opening, as communicated by the Employer to the Bidders in accordance with ITB 20.10.
- 20.3 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (I) the name of the Bidder;
 - (II) whether there is a modification or substitution; and
 - (III) any other details as the Employer may consider appropriate.
- 20.4 Only Technical Proposals read out and recorded at Bid Opening shall be considered for evaluation as per the requirements of the Bidding Documents. No Bid shall be rejected at the opening of Technical Proposals except for late Bids, in accordance with ITB 18 (*Late Bids*).
- 20.5 The Employer shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.
- 20.6 At the end of the evaluation of the Technical Proposals, the Employer shall invite Bidders who have submitted responsive Technical Proposals pursuant to the requirements of the Bidding Documents including the requirements specified in Annexure B (*Evaluation and Qualification Criteria*) and this ITB and who have been determined as qualified for award to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be advised in writing by the Employer.
- 20.7 The Employer shall notify in writing at the time of or at any time prior to the opening of the Financial Proposals, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the Bidding Documents. Such Bidders shall be required to collect their Financial Proposal unopened from the Employer on the date notified by the Employer.
- 20.8 The Employer shall conduct the opening of Financial Proposals of all Bidders who have technically qualified, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidders’ representatives who are present shall be requested to sign a register evidencing their attendance.

20.9 Financial Proposals of the Bidders shall be opened one at a time and the following read out and recorded:

- (I) the name of the Bidder;
- (II) whether there is a modification or substitution;
- (III) the presence and value of the Bid Security;
- (IV) the Bus Supply Cost (i.e., the Bid Price); and
- (V) any other details as the Employer may consider appropriate.

20.10 Financial Proposals will only be read out and recorded during the opening of Financial. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.

20.11 The Employer shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder, presence or absence and the value of Bid Security and the Bus Supply Cost (i.e., the Bid Price). The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time.

ITB 21. Clarification of Bids

21.1 To assist in the examination, evaluation and comparison of the Technical Proposals and / or Financial Proposals, the Employer may, at its discretion, ask the Bidders for any clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidders in their Bids. Any such request and the response shall be in writing and no change in the price in the Financial Proposals or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 22.4.

21.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, such Bid shall be rejected.

21.3 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

ITB 22. Preliminary Examination

22.1 Prior to the detailed evaluation of Bids pursuant to ITB 23 (*Determination of Responsiveness of Bids*), the Employer shall examine each Bid to determine whether:

- (I) the Bid is complete and does not deviate from the scope of SUPPLIER/BIDDER 's Obligations;
- (II) any computational errors have been made;

- (III) required sureties have been furnished;
- (IV) documents have been properly signed;
- (V) valid authorization(s) is / are present;
- (VI) the Bid is valid till the required period;
- (VII) the Bidder continues to be eligible to Bid in terms of Annexure A (*Basic Eligibility Criteria*); and
- (VIII) the Bids are generally in order.

22.2 A Bid may not be considered acceptable if:

- (I) it is unsigned;
- (II) its validity is less than the Bid Validity Period specified in ITB 14 (*Bid Validity*); or
- (III) it does not clearly state in Bidding Form F1 that relevant SUPPLIER/BIDDER 's Taxes and other costs stated in ITB 10 (*Financial Proposal*) have been included in the Bus Supply Cost (i.e., the Bid Price) provided in Bidding Form F1 (*Letter of Financial Proposal*).

22.3 A Bid shall not be considered acceptable if:

- (I) it is not accompanied by a Bid Security;
- (II) it is received after the Submission Deadline;
- (III) it is submitted through fax, email, or any other form of electronic transmission;
- (IV) the Bidder refuses to accept arithmetic correction(s); or
- (V) it materially deviates from the requirements of the Bidding Documents.

22.4 The Employer shall require arithmetical errors to be rectified. If there is a discrepancy between:

- (I) the relevant unit price and total price that is obtained by multiplying the relevant unit price and quantity, the relevant unit price shall prevail, and the total price shall be corrected;
- (II) the words and figures, the amount in words shall prevail.

22.5 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited.

ITB 23. Determination of Responsiveness of Bids

23.1 The Employer shall determine the responsiveness of each Bid to the Bidding Documents. The Technical Proposals that conform to all the terms and conditions of the Bidding Documents without material deviations, reservations or omissions shall be declared responsive. A material deviation, reservation or omission is one that:

- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the SUPPLIER/BIDDER 's Obligations specified in the Bidding Documents; or
 - (ii) limit in any substantial way the Employer's rights or the Bidder's obligations under the Bidding Documents; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
- 23.2 The Employer's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.3 Any minor non-conformity or irregularity in a Technical Proposal that does not constitute a material deviation, reservation or omission may be waived by the Employer or required by the Employer to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Technical Proposals.
- 23.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 23.5 A responsive Financial Proposal is one which meets the requirements of the Bidding Documents without any deviation, reservation or omission. No change in the Financial Proposals shall be allowed and shall be evaluated as per the information provided by the Bidders. A non-responsive Financial Proposal may not subsequently be made responsive by correction of the deviation, reservation, or omission.

ITB 24. Conversion to Single Currency

- 24.1 To facilitate evaluation and comparison, any prices expressed in a currency other than the currency indicated in ITB 11 (*Currencies of Bid and Payment*), shall be converted by the Employer at the Telegraphic Transfer and Overdraft (TT&OD) composite (selling) exchange rates published / authorised by State Bank of Pakistan on the date falling seven (7) days prior to the Submission Deadline.

ITB 25. Successful Bidder

- 25.1 The Bidder that offers the lowest evaluated supply price shall be declared as most advantageous bidder.
- 25.2 If the Bid, which results in the lowest Bus Supply Cost (i.e., the Bid Price), in the opinion of the Employer, is seriously unbalanced or is seen to unfairly exploit the evaluation mechanism, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bid, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, taking into consideration the terms of payments, the Employer may require the Bidder to rationalize the Bus Supply Cost (i.e., the Bid Price) and / or terms of payments.

ITB 26. Confidentiality

- 26.1 Subject to ITB 26.2, no Bidder shall contact the Employer on any matter relating to its Bid from the time of Bid submission.
- 26.2 Any attempt by a Bidder to influence the Employer in the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security. Whereas any Bidder feeling aggrieved may lodge a written

complaint prior to Notification of Award. However, the mere act of lodging a complaint shall not warrant suspension of the Bidding Process.

- 26.3 Notwithstanding ITB 26.2, from the time of Bid Opening to the time of award of the Agreement, if any Bidder wishes to contact the Employer on any matter related to the Bidding Process, it should do so in writing.
- 26.4 Information relating to the evaluation of proposals and recommendations concerning award of the Agreement shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the Bidding Process, until issuance of the Bid Evaluation Report.

F. AWARD OF AGREEMENT

ITB 27. Employer's Right to Accept / Reject Bids

- 27.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Employer.
- 27.2 The Employer reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notification of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all Bids submitted and specifically, the Bid Security, shall be promptly returned to the Bidders. The decision of the Employer shall be final and binding and no correspondence shall be entered into with the Bidders.
- 27.3 The Employer shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.
- 27.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Employer, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

ITB 28. Not Used

ITB 29. Award Criteria

- 29.1 Subject to ITB 27 (*Employer's Right to Accept / Reject Bids*), the Employer shall award the Agreement to the Bidder whose Bid has been determined to be responsive/ value of money to the requirements of the Bidding Documents, including in terms of ITB 23 (*Determination of Responsiveness of Bids*), qualification criteria set out in Annexure B (*Evaluation and Qualification Criteria*) and this ITB and offers the lowest evaluated bid in terms of ITB 25 (*Successful Bidder*), provided that such Bidder continues to be eligible in accordance with the provisions of Annexure A (*Basic Eligibility Criteria*) and qualified to satisfactorily perform the SUPPLIER/BIDDER 's Obligations under the Agreement.
- 29.2 The Employer, at any stage of the Bid evaluation, may ask Bidders for clarifications needed to evaluate the Bids. Any request for clarification (and responses to such requests for clarification) shall be in writing.

ITB 30. Notification of Award

- 30.1 Prior to expiration of the Bid Validity Period, the Employer shall notify the Successful Bidder in writing that its Bid has been accepted (the "**Notification of Award**"). This letter shall specify the Bus Supply Cost (i.e., the Bid Price) as provided by the Successful Bidder payable to the Successful Bidder by the Employer subject to the terms of the Agreement.

The Employer shall, at least three (3) business days prior to the issuance of the Notification of Award, publish bid evaluation report on the website of the Sindh Public Procurement Regulatory Authority.

- 30.2 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the "**Acceptance of Notification of Award**") within seven (7) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

ITB 31. Submission of Required Documents

- 31.1 After the issuance of the Notification of Award in accordance with ITB 30 (*Notification of Award*), however, in any case, five (5) days prior to the execution of the Agreement, the Successful Bidder shall be required to submit to the Employer for its approval (prior to issuance of final opinion), draft of the legal opinion from a reputable, qualified legal counsel in its jurisdiction of incorporation/country of origin confirming that: (i) the Successful Bidder is validly existing and in good legal standing under the Applicable Laws and is duly authorized pursuant to its constitutive documents (including the memorandum and articles of association or charter) and the Applicable Laws to execute and perform its obligations under the Corporate Guarantee; (ii) the execution of the Corporate Guarantee will not conflict with or result in a breach or violation of its constitutive documents (including the memorandum and articles of association or charter) or any judgment, order, writ, injunction, or decree of any court, tribunal, arbitrator, or government agency, rendered in a matter to which the Successful Bidder was subject or is a party; (iii) the Successful Bidder is not entitled to immunity under any laws or treaties that would reduce its obligations under the Corporate Guarantee or prevent/restrict enforcement of the Corporate Guarantee against the Successful Bidder; and (iv) no consent, approval, authorization or order from any government agency and no consent or approval of shareholders or of any other person (other than those consents, approvals, authorizations or orders which have been procured prior to or concurrently with execution of the Corporate Guarantee) is required to enable the execution and delivery by the Successful Bidder of the Corporate Guarantee or the performance of its obligations (the “**Corporate Guarantee Legal Opinion**”).
- 31.2 On the date of signing of the Agreement, the Successful Bidder shall be required to submit the following documents to the Employer:
- (a) certified true copies of all resolutions of the board of directors / governing body of the SUPPLIER/BIDDER authorizing execution, delivery of the Agreement and the performance of the SUPPLIER/BIDDER ’s Obligations under the Agreement,
 - (b) the Corporate Guarantee;
 - (c) duly issued Corporate Guarantee Legal Opinion, as approved by the Employer; and
- (documents referred in (a), (b) and (c) above are collectively referred to as the “**Required Documents**”).

ITB 32. Performance Security

- 32.1 The Successful Bidder shall furnish to the Employer satisfactory Performance Security (3% of the contract amount having a Minimum Credit Rating by an issuing bank having a Minimum Credit Rating in accordance with the requirements of the Agreement at least one (1) day prior to the date of signing of the Agreement or as otherwise specified in the Notification of Award.
- 32.2 Failure of the Successful Bidder to comply with the requirements of ITB 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. In such an event, the Employer may award the Agreement to the next lowest evaluated Bidder whose Bid has been determined to be responsive to the requirements of the Bidding Documents, provided that such Bidder continues to be eligible in accordance with the provisions of Annexure A (*Basic Eligibility Criteria*). The procedure to

award the Agreement to the next lowest evaluated Bidder shall apply *mutatis mutandis* to the existing procedure applicable to the lowest evaluated Bidder.

ITB 33. Signing of Agreement

- 33.1 The Agreement shall be executed between the Employer and the Successful Bidder within thirty (30) days of the Notification of Award or within such extended timeline as determined by the Employer in its sole discretion, failing which the Bid Security shall be forfeited if such failure is due to reasons attributable to the Bidder.

G. ADDITIONAL INSTRUCTIONS

ITB 34. Instructions not Part of the Agreement

- 34.1 Bids shall be prepared and submitted in accordance with the instructions contained in these Instructions to Bidders, which have been provided to guide Bidders in preparing their Bids, and as such do not constitute part of the Agreement.

ITB 35. Sufficiency of Bid

- 35.1 Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices entered in Bidding Form F1 (*Letter of Financial Proposal*) and / or Bidding Form F2 (*Details of Financial Proposal*). Except insofar as it is otherwise expressly provided in the Agreement, the Supply Fees shall cover all the SUPPLIER/BIDDER 's Obligations under the Agreement and all matters and things necessary for the proper performance and execution of the SUPPLIER/BIDDER 's Obligations.

ITB 36. Insurance

- 36.1 If a Bidder is selected as the Successful Bidder, it understands, undertakes and confirms that it shall be responsible for procuring the relevant insurances, including the minimum insurances set out in the Agreement, relating to the SUPPLIER/BIDDER 's Obligations (other than the insurance for the Buses being obtained by the Employer from NICL). All fees, costs and other expenditures relating to such insurances shall be borne by the SUPPLIER/BIDDER .
- 36.2 Furthermore, the cost for insurances may be included in the Financial Proposal by the Bidders. The Bidders are required to specify all the insurances that typically required for the project of this nature including those specified in the Agreement.

ITB 37. Corrupt and Fraudulent Practices

- 37.1 For the purposes of the Bidding Process "*corrupt and fraudulent practice*" means either one or any combination of the practices given below:
- (I) "**coercive practice**" means 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**" means any 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, non-competitive levels for any wrongful gain;
 - (III) "**corrupt practice**" means the offering giving, receiving or soliciting directly or indirectly of anything of value to influence the acts of another party for wrongful gain;
 - (IV) "**fraudulent practice**" means 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**" means 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 rights.

- 37.2 Bidders providing false or misleading information shall be disqualified from any further participation in the Bidding Process and their Bid Security shall be forfeited.
- 37.3 The Employer requires Bidders to observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.
- 37.4 The Employer shall reject a Bidder selected as the Successful Bidder if it determines that such Bidder has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Project; and / or shall declare a person, firm or SUPPLIER/BIDDER ineligible, either indefinitely or for a stated period of time, to engage with the Employer and its affiliates, or to be awarded the contract of the Employer and its affiliates, if it at any time determines that the person, firm or SUPPLIER/BIDDER has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.
- 37.5 In the event a Bidder is rejected in accordance with ITB 38.4 prior to the signing of the Agreement, such rejection shall result in forfeiture of the Bid Security pursuant to ITB 13 (*Bid Security*). However, if a Bidder is rejected in accordance with ITB 38.4 after the Agreement has been signed, such rejection shall result in forfeiture/encashment in full of the Performance Security in accordance with the Agreement.
- 37.6 The Employer will sanction / impose remedial actions on a firm or an individual, at any time in accordance with Applicable Laws including declaring ineligible and/or blacklisting, either indefinitely or for a stated period of time, to participate as a contractor, nominated subcontractor, consultant, manufacturer or supplier, or service provider; or in any other capacity, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices.
- 37.7 Any Bidder, other than through the Authorised Representative, found to be canvassing or have canvassed any of the Employer or its employee, contractor, consultant or anyone who has a direct working relationship with Employer, regarding the Project may be excluded from further consideration.

ITB 38. Integrity Pact

- 38.1 Each Bidder shall sign and stamp Bidding Form T2 (*Form of Integrity Pact*) provided in the Bidding Documents (the “**Integrity Pact**”). Failure to provide such Integrity Pact may render the Bid non-responsive.

H. BIDDING FORMS

BIDDING FORM T1 - LETTER OF TECHNICAL PROPOSAL

Date:

Procurement for **50 diesel double decker** Buses for the Project (the “**Bidding Documents**”)

To: Director Infrastructure & Planning

We, the undersigned, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos. ----- issued in accordance with ITB 6 (*Amendment of Bidding Documents*).
- (b) We offer to perform and undertake the SUPPLIER/BIDDER 's Obligations in respect of the Project in conformity with the Bidding Documents without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the Bidding Documents including the schedules / annexures attached to the Bidding Documents.
- (c) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred and twenty days (120) days from the date fixed for the Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any Sub-Contractor and Sub-Supplier, for any part of the SUPPLIER/BIDDER 's Obligations, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.
- (e) We, including any Sub-Contractor and Sub-Supplier, for any part of the SUPPLIER/BIDDER 's Obligations, do not have any conflict of interest in accordance with the requirements of the Bidding Documents.
- (f) We understand that all the schedules / annexures attached to the Bidding Documents are integral part of the Bidding Documents.
- (g) We have reviewed and accepted the form of the 'Supply, Construction, Operations and Maintenance Agreement' (attached as Part II to the Bidding Documents) and undertake to execute the same within the time period stipulated in Notification of Award.
- (h) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Agreement (attached as Part II to the Bidding Documents) is executed.
- (i) We have not been blacklisted by any authority / entity and have not been involved in any investigation for fraud or corruption in or outside Pakistan. We are not involved in any bankruptcy or liquidation proceedings. We have not been engaged in any corrupt or fraudulent practices nor have any commissions or gratuities been or are to be paid by us to agents relating to this Bid and Agreement's execution.
- (j) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the Bidding Documents.
- (k) We, our affiliates or subsidiaries, including any Sub-Contractor and Sub-Supplier for any part of the Agreement, have not been declared ineligible under the Employer's country laws or official regulations.

- (l) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Employer at its expense.
- (m) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the Employer.
- (n) We undertake, if our Bid is accepted, to furnish the Performance Security as per the requirements of the Bidding Documents and the Agreement.
- (o) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the SUPPLIER/BIDDER 's Obligations.
- (p) We understand that the Bidding Documents have been issued by the Employer for the Project; and if our Bid is accepted, we shall execute the Agreement for the Project as per the requirements of the Bidding Documents.

(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of [Name of Bidder]

Date

[Seal]

in the presence of

[*name*]

[*Signature*]

[*Title*]

[*name*]

[*Signature*]

[*Title*]

BIDDING FORM T2 – FORM OF INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIER/BIDDER**

Dated _____

[*name of Bidder SUPPLIER/BIDDER*] (the “**Bidder SUPPLIER/BIDDER**”) 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 Sindh, Sindh Mass Transit Authority, any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Sindh (collectively to be hereinafter referred to as the “**GoS**”) through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Bidder SUPPLIER/BIDDER*] 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 GoS, except that which has been expressly declared pursuant hereto.

[*name of Bidder SUPPLIER/BIDDER*] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*name of Bidder SUPPLIER/BIDDER*] 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Employer: Sindh Mass Transit Authority

Signature:
[Seal]

Name of Bidder SUPPLIER/BIDDER : _____

Signature:
[Seal]

BIDDING FORM T3 – FORM OF POWER OF ATTORNEY

[In case of a foreign bidder – signed by the authorized signatory; witnessed by two male witnesses; notarized by Notary Public and attested by Pakistani Embassy / Consulate in the country of origin and adhesive stamped when brought into Pakistan.]

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Bidder*] (the “**Bidder**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notification of Award and the Agreement (if awarded the Notification of Award) and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

This Power of Attorney is issued with respect to Bidding Documents circulated on [*insert date RFP is floated*] (the “**Bidding Documents**”).

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the Bidding Documents.

The Bidder does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [*name of the nominee on behalf of Bidder*]

Specimen signature of Mr. [*name of the attorney appointed by Bidder*]

[*Signature*]

[*Name*]

[*Designation*]
[*SUPPLIER/BIDDER*]

WITNESSES:

1. Signature: _____
Name: _____
S/O: _____
Address: _____

Passport / CNIC: _____

2. Signature: _____
Name: _____
S/O: _____
Address: _____

Passport / CNIC: _____

BIDDING FORM T4 – FORM OF AFFIDAVIT

Notes for Execution of Affidavit

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *In case of a foreign entity – signed by the authorized signatory; witnessed by two male witnesses.*

Please find below the form and substance of the Affidavit.

Affidavit

Date: _____

To:

Director Infrastructure & Planning
Sindh Mass Transit Authority (SMTA),
Government of Sindh,
House No D 43, Shahrha-e-Ghalib ,Block-2 , Clifton Karachi

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this Affidavit [*name of Bidder*]:

- (a) are not in bankruptcy or liquidation proceedings;
- (b) are not blacklisted by any governmental or non-governmental department / agency;
- (c) have not been convicted of, fraud, corruption, collusion or money laundering;
- (d) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Agreement;
- (e) [are legally and financially autonomous and operate under commercial law]¹;
- (f) [there is no pending litigation which represents more than fifty percent (50%) of our net worth]².

That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

DEPONENT

Verified on oath at _____ on this ___ day of _____, 2021 that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

¹Only relevant for the government owned legal enterprise or institution.

²If applicable;

DEPONENT

WITNESSES:

1. _____

Name: _____

Address: _____

CNIC No.: _____

2. _____

Name: _____

Address: _____

CNIC No.: _____

BIDDING FORM T5 – BUS SPECIFICATION COMPLIANCE CHECKLIST

Note: The information provided by the bidder in Bidding Form T5 will be used for the evaluation to ascertain compliance to technical specifications along with the other information provided by the bidder in the bid.

Technical Compliance for Diesel double Decker Bus.

The Bidder will complete the technical compliance table below to indicate the Bidder’s adherence to the technical requirements of the Buses.

Product Name	
--------------	--

Criteria	Specification	Compliance with the Specifications
Model year	2026 or latest	
Vehicle length	11.2 to 12 meters	
Vehicle width (not including mirrors)	2.55 meters	
Vehicle height (from road surface to highest point on roof) (maximum)	3.5 meters	
Floor height (from road surface to interior floor at doorways)	650 mm approx.	
Ceiling height in front passenger area (from interior floor to ceiling) (minimum)	2.1 meters	
Clearance at doorway (from interior floor to door header) (minimum)	1.9 meters	
Axle load, front axle (maximum)	7,700 kg	
Axle load, middle axle	Not Applicable	
Axle load, rear-axle (maximum)	13,000 kg	
Grade ability (Fully Laden)	Min 20%	
Angle of Approach (Fully Laden)	>=7 degrees	
Angle of Departure (Fully Laden)	>=7 degrees	
Steering	Driver compartment on right-hand side of vehicle for vehicle operation on left-hand side of Roadway. Power Steering hydraulic assisted with height and angle adjustment	
Useful life of vehicle (projected)	1.2 million km or 12 years	
Number of median-side passenger doorways	2	

Criteria	Specification	Compliance with the Specifications
Center-line distance between the two doorways	2.7 meters	
Free door width per passenger door (minimum)	1.2 meters	
Number of curb-side passenger doorways	2	
Number of manual pull-out boarding bridges from curb-side doors and median-side doors	4 (one for each door)	
General seat configuration	2 x 2 (predominantly)	
Seat pitch (minimum)	730 mm	
Seat width (minimum)	420 mm	
Number of passenger seats (including preferential seats but excluding flip down seats and driver seat) (minimum)	22	
Number of wheelchair bays (minimum)	1	
Total number of flip-down seats in wheelchair bay(s) (minimum)	2	
Length of wheelchair bay(s) (minimum)	1.3 meters each	
Number of seats in front women-only section (minimum)	8	
Thickness of flooring material (minimum)	2 mm	
Side window height (minimum)	910 mm	
For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	150 mm	
For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	200 mm	
Tire width	275 mm	
Tire construction type	Radial	
Distance between outside edge of tire sidewall to outside edge of vehicle body for front axle (maximum)	125 mm	

Criteria	Specification	Compliance with the Specifications
Distance between outside edge of tire sidewall to outside edge of vehicle body for middle axle (maximum)	Not Applicable	
Distance between outside edge of tire sidewall to outside edge of vehicle body for rear axle (maximum)	80 mm	
Power ratio (minimum)	15 HP per ton gross vehicle mass	
Power on gradient (minimum)	Maintain 50 km/hr on 4% up grade and 30 km/hr on 8% upgrade when fully loaded	
Projected maximum operating speed (maximum)	80 km/hr	
Internal noise standard (maximum)	80 dB	
External noise standard (maximum)	85 dB	
External noise standard when idling (maximum)	65 dB	
Turning radius, outer wheel track (maximum)	12.0 meters	
Battery Packs		

“A ± 2% tolerance is acceptable for dimensions related specifications. Non-Compliance to any specification mentioned in the table above will lead to disqualification.”

Detailed Drawings to be provided for Diesel Buses

The Bidder will submit detailed drawings of the proposed body shape for product option being offered. The drawings imagery will highlight the exterior shape of the vehicle. The drawings should offer at least four perspectives: right side, left side, front, and rear. The Bidder may also provide imagery of similar Buses.

The Bidder shall also provide detailed drawings of the vehicle interior with the key dimensions clearly noted. The detailed drawings shall be attached as part of the proposal.

Description of body and structural materials to be provided for Diesel Double Decker Buses

The Bidder will submit a description of the body and structural materials utilized for the vehicle. The technical specification calls for the use of high strength corrosive-resistant materials. Mild steel is the minimum requirement for the body and structural elements of the Buses. The use of materials with superior strength, corrosion resistance, and overall durability is encouraged. The use of stainless-steel alloys (such as 3CR-12), high-carbon steel, glass-reinforced plastic (GFRP), aluminium, and other materials should be considered, particularly for critical sections of the body and structural elements. The description of the body and structural materials shall be attached as part of the Bid/Technical Proposal.

List of spare parts and supplies to be provided for Diesel Double Decker Buses

Bidders to note that the SUPPLIER/BIDDER shall provide all replacement parts and supplies for all maintenance issues resulting from normal wear and tear as well as items requiring scheduled replacements. Moreover, the SUPPLIER/BIDDER will be responsible for all materials and associated costs for repair actions caused by road collisions or other unscheduled incidents.

The supply of spare parts and supplies will cover the Term of the Agreement.

The SUPPLIER/BIDDER will also provide a final stock of spare parts and supplies at the depot facility. The table below is the minimum list of spare parts and supplies to be provided.

If any spare part or supply listed in the table below is not applicable to the vehicle technology, the Bidder will make note of this non-applicability. The Bidder will also indicate any additional spare parts and supplies that will be provided during the Term of the Agreement and may add those parts in the list provided in the table below.

Spare parts list to be provided for Diesel Double Decker Buses

Part description	Applicability (Yes) / Non-Applicability (No) for proposed vehicle
Oil filter	
Diesel engine oil	
Fuel filter	
Water trap filter	
Set tappet cover gaskets	
Oil separator	
V-belt	
Air filter	
Compressed air drier cartridge	
Poly V-belt	
Poly V-belt tensioner	
Starter, alternator, and vehicle battery	
Disc brake pads	
Touch-up paint for all colors used on the vehicle (quantity in liters)	
Full windscreen assembly	
Side window glass unit	
Head lamp assembly, including globes (2 lamps per set)	
Rear brake light / indicator light assembly, including globes (2 assemblies per set, left and right)	
Exterior wing mirrors (arms and mirrors, left and right mirrors per set)	
Wiper blades (2 per set)	
Interior light globes	
Full seat assembly	
Back and bottom seat cushion set	
Floor cover material (quantity in square meters)	
Door assembly (including doors, valves, switches)	
Interior partition wall / advertising unit	
Wheel unit	
Engine cooling system unit	
Transmission system / gearbox unit	
Air conditioning unit	
Vehicle Logic Unit (VLU)	
Driver Data Terminal (DDT)	
Digital Video Recorder (DVR)	

Door opening and closing synchronization unit	
CCTV camera	
Interior variable messaging display unit	
Infotainment display unit	
Tires	

*** The Bidders may add rows for additional spare parts in the table above.**

BIDDING FORM F1 – LETTER OF FINANCIAL PROPOSAL

Date:

Supply of Goods 50 Diesel Double Decker Buses for the Project (the “**Bidding Documents**”)

To: Director Infrastructure and Planning , SMTA, House No D-43/1, Shahrha-e-Ghalib,Block-2 Clifton

We, the undersigned, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos. ----- issued in accordance with ITB 6 (*Amendment of Bidding Documents*).
- (b) We offer to perform and undertake the SUPPLIER/BIDDER ’s Obligations in respect of the Project in conformity with the Bidding Documents without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the Bidding Documents including the schedules / annexures attached to the Bidding Documents.
- (c) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith a Bid Security as mentioned in instruction to bidders drawn in your favour or made payable to you and valid for a period twenty-eight (28) days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in PKR in accordance with the requirements of the Bidding Documents.
- (d) The total Cost (i.e., the Bid Price) of our Bid, inclusive of all federal, provincial and local duties, levies and taxes (including SUPPLIER/BIDDER Taxes) is [*insert currency in USD and amount of total Bid Cost*].
- (e) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred and twenty days (120) days from the date fixed for the Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) We, including any Sub-Contractor and Sub-Supplier, for any part of the SUPPLIER/BIDDER ’s Obligations, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.
- (g) We, including any Sub-Contractor and Sub-Supplier, for any part of the SUPPLIER/BIDDER ’s Obligations, do not have any conflict of interest in accordance with the requirements of the Bidding Documents.
- (h) We understand that all the schedules / annexures attached to the Bidding Documents are integral part of the Bidding Documents.
- (i) We have reviewed and accepted the form of the ‘Supply of Goods 50 Diesel Double Decker Buses Agreement’ (attached as Part II to the Bidding Documents) and undertake to execute the same within the time period stipulated in Notification of Award.
- (j) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Agreement (attached as Part II to the Bidding Documents) is executed.

- (k) We have not been blacklisted by any authority / entity and have not been involved in any investigation for fraud or corruption in or outside Pakistan. We are not involved in any bankruptcy or liquidation proceedings. We have not been engaged in any corrupt or fraudulent practices nor have any commissions or gratuities been or are to be paid by us to agents relating to this Bid and Agreement's execution.
- (l) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the Bidding Documents.
- (m) We, our affiliates or subsidiaries, including any Sub-Contractor and Sub-Supplier for any part of the SUPPLIER/BIDDER 's Obligations, have not been declared ineligible under the Employer's country laws or official regulations.
- (n) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Employer at its expense.
- (o) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the Employer.
- (p) We undertake, if our Bid is accepted, to furnish the Performance Security as per the requirements of the Bidding Documents and the Agreement.
- (q) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the SUPPLIER/BIDDER 's Obligations.
- (r) We understand that the Bidding Documents have been issued by the Employer for the Project; and if our Bid is accepted, we shall execute the Agreement for the Project as per the requirements of the Bidding Documents.

(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

[Seal]

in the presence of

[*Name*]
 [*Signature*]
 [*Title*]

[*Name*]
 [*Signature*]
 [*Title*]

BIDDING FORM F2 – DETAILS OF FINANCIAL PROPOSAL

1. Financial Proposal (cost breakup)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE PER ITEM USD
1	SUPPLY OF DOUBLE DECKER BUSES	50		
2	SPARE PARTS (FROM THE DELIVERY OF THE VEHICLE THROUGH THE DURATION OF CONTRACT) DETAILS ARE ATTACHED IN THE BIDDING DOCUMENTS	LUMP SUM		
3	SUPPLY OF TOOLS AND DIAGNOSTIC EQUIPMENT DETAILS ARE ATTACHED IN THE BIDDING DOCUMENTS	1 SET		
4	DRIVER TRAINING PROGRAM	LUMP SUM (150 DRIVERS)		
5	ITS (VALIDATORS AND ONBOARD UNITS (OBU)) *etc.	50 OBU 100 VALIDATORS		
Total Bid Cost to be quoted in USD				

- *Software connectivity will be on the part of supplier
- The Bidders are required to build all SUPPLIER/BIDDER Taxes as part of their financial bid.
- The Employer (SMTA) may at any time subtract/omit any of the above mentioned item at the time of letter of award, excluding item No 1

BIDDING FORM F3 – FORM OF BID SECURITY

BANK GUARANTEE

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____

Guaranteed Amount (express in words and figures): _____

Date of Bid _____

The above premised, we (the Guarantor) hereby undertake irrevocably and unconditionally on demand to pay to Sindh Mass Transit Authority (the **Employer**), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●][●])
(the **Guaranteed Amount**)

at sight and immediately upon the receipt of the Employer's first written demand (the **Demand**) at the Guarantor's offices located at [●] or through SWIFT instructions transmitted by the Employer's bank (i.e. Sindh Bank, on behalf of the Employer, to the Guarantor, such Demand stating:

- (a) that the Bidder is in breach of its obligations towards the Employer; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Employer; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Employer's bank (i.e. Sindh Bank, on behalf of the Employer).

We, the Guarantor, shall unconditionally honour a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Such demand must be received by us on or before the [●] (the **Expiry Date**), when this Bank Guarantee shall expire and shall be returned to us.

We have been informed that the Employer may require the Bidder to extend this Bank Guarantee 5%, if the Performance Security has not been issued thirty (30) days prior to such expiry date. We undertake to immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Security has not been issued and that this Bank Guarantee has not been extended.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Employer and the Bidder of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Employer, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bank Guarantee is issued. Further, that the signatory(ies) to this Bank Guarantee is / are our duly authorized officer(s) to execute this Bank Guarantee.

This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.

Name:

Designation:

I. BIDDING DOCUMENTARY REQUIREMENTS

No.	DOCUMENT	REQUIREMENTS ³	
		LOCAL BIDDER	FOREIGN BIDDER
1.	LETTER OF TECHNICAL PROPOSAL AND LETTER OF FINANCIAL PROPOSAL	To be dated, signed by the Authorized Representative, duly witnessed, and duly stamped (PKR 100/-).	To be dated, signed by the Authorized Representative, duly witnessed, and duly stamped (PKR 100/-).
2.	FORM OF BID SECURITY	To be dated, signed by an authorized representative and duly stamped (PKR 500/-).	To be dated, signed and to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 500/-.
3.	POWER OF ATTORNEY	To be dated; witnessed; notarized; duly stamped (PKR 1000/-); signed by an authorized representative; and in the language as required under the ITB.	To be dated; witnessed; signed by an authorized representative; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate; and adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 1000/-.
4.	AFFIDAVIT	To be dated; witnessed; notarized; duly stamped (PKR 100/-); signed by an authorized person; and in the language as required under the ITB.	To be dated; witnessed; signed by an authorized representative; notarized by the notary public in the country where it is issued; and adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-.
5.	UNDERTAKING	To be dated; signed by the authorized signatory; witnessed; duly stamped (PKR 100/-); and in the language as required under the ITB.	To be in the English language and in compliance with the requirements under the ITB; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy/Consulate; and to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-; to be

³ Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

			dated; signed by the authorized signatory; and witnessed.
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J. ANNEXURES

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

A Bid received from a Bidder, shall only be considered if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:

➤ **CONSTITUTIVE DOCUMENTS**

A detailed description of the Bidder including:

- Legal name;
- Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
- Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

Foreign entities participating in the Bidding Process should submit certified true copies of their constitutive documents.

➤ **REGISTRATION WITH TAX AUTHORITIES**

The Bidder must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last Five (5) years are to be attached and relevant sales tax certificate, if applicable.

Foreign entities participating in the Bidding Process should submit a tax certificate of their country duly notarized by Notary Public and attested by Pakistani Consulate / Pakistan High Commission of their country and tax returns filed for last Five (5) years.

➤ **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case the Bidder is a government owned legal enterprise or institution, such Bidder, must establish that it is legally and financially autonomous and operating under commercial law.

Bidder that is a government owned legal enterprise or institution shall submit an affidavit as set out in Bidding Form T4 (*Form of Affidavit*) confirming that they are legally and financially autonomous and operating under commercial law.

➤ **NO CONFLICT OF INTEREST**

A Bidder found to have a conflict of interest shall be disqualified. Employer considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. At the time of bidding, Bidders may be considered to be in a conflict of interest with one or more parties if they, *inter alia*; participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the SUPPLIER/BIDDER 's Obligations, that are the subject of this Bidding Process.

A Bidder may also be considered to be in a conflict of interest with one or more parties in this Bidding Process if a Bidder participates in more than one (1) Bid in this Bidding Process or is an affiliate of the Employer or any of its advisors. This will result in the disqualification of all Bids in which it is involved.

A Bidder shall not be considered to be in a conflict of interest with another Bidder if such Bidder is the subsidiary of a common parent SUPPLIER/BIDDER or one Bidder is the parent SUPPLIER/BIDDER of the other Bidder, provided that the following conditions are satisfied: (i) such parent SUPPLIER/BIDDER is a sovereign state (“**Sovereign**”) or a sovereign state-owned enterprise (“**SOE**”); (ii) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and / or SOE participating in the Bidding Process conduct their business operations on an independent basis, are independent legal persons, have independent management and boards and are free from each other’s financial obligations including independent auditing and accounting; and (iii) such Bidder has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (i) and (ii) above.

➤ **NON- BLACKLISTING**

Each Bidder shall provide evidence, in the form of an affidavit set out as Bidding Form T4 (*Form of Affidavit*), of eligibility / non-blacklisting by the federal or provincial government as of the date of submission of the Bid.

A Bidder which has been declared ineligible or has been blacklisted by any of its employers / clients while providing services or performing works in Pakistan, at the date of submission of the Bid under the Bidding Documents or thereafter, shall not be considered.

➤ **LITIGATION HISTORY**

All pending litigation against the Bidder shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder from its obligations in respect of the SUPPLIER/BIDDER ’s Obligations and the terms of the Agreement.

The Bidders shall provide details of the litigation or the Bidder shall submit an affidavit set out as Bidding Form T4 (*Form of Affidavit*).

➤ **ELIGIBLE COUNTRIES**

A Bidder, Sub-Contractors and the Sub-Supplier, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial / trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws).

A Bidder shall be deemed to have the nationality of a country if the Bidder is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

The above requirement shall apply to the determination of the nationality of Bidders / Sub-Contractors / Sub-Supplier.

APPLICABLE TO THE SUPPLIER/BIDDER:

➤ **FINANCIAL SITUATION/HISTORICAL FINANCIAL PERFORMANCE**

• **NET WORTH**

Minimum net worth of the Supplier shall not be less than **USD One Hundred and Fifty (150) Million** (excluding any surplus on revaluation) evidenced by most recent audited financial statements.

- **AVERAGE ANNUAL TURNOVER**

Minimum average annual turnover of the Supplier shall not be less than **USD Four Hundred (400) Million** (revenues only pertaining to Bus production to be considered).

Minimum average turn over shall be calculated based on the total payments received by the bidder for contracts completed or under execution in the last three years audited financial statements

In case the Supplier operates in country other than Pakistan, the audited financial statements shall be translated at the rate specified in the State Bank of Pakistan interbank rate as at the date of the financial statement and the same shall be audited by a reputable audit firm, certified by home country's relevant authority/regulator.

- **EXPERIENCE**

The Bidder shall ensure that its Supplier has the following experience/qualifications;

- Been in the business of production of city buses (6 meters and above) for at least Five (05) years; and has produced a minimum average of 4,000 units/buses of all types, sizes and specifications in the last three (03) years.
- Sold a minimum of One Hundred Fifty (150) units of city buses (09 meter and above) and Thirty (30) double decker buses in the last five (05) years.
- Successfully completed at least (01) similar projects evidenced by the completion certificate.
- Obtained updated ISO and TQM Certificates.

- **SUPPLIERS LOCAL AGENT**

- The Bidders, being the manufacturer of buses, shall have local affiliations/agents permanently deploy in Pakistan till completion of the contract term. The bidder shall delegate to the local agent, in full or in part, any portion of the services only, provided however, such delegations shall not release or discharge the bidder of any of its responsibilities or obligations under the supply contract

ANNEXURE B – EVALUATION AND QUALIFICATION CRITERIA

DETAILED TECHNICAL EVALUATION WITH RESPECT TO THE SUPPLIER

After the initial screening of all Bidders, a detailed evaluation of a Bidder's Supplier shall be undertaken using the following criteria based on the following scoring system:

Category	Points
1. Financial score	30
2. Technical score	70
Total	100

To qualify, each Supplier must score 70 points or more and must score at least 50% in each category listed above

Criteria for detailed evaluation:

1. Financial Score (30 Points)

Business Strength points shall be awarded under this category based on the following criteria:

S. No.	Description	Max Points	Criteria for points obtained
1.	Net Worth (as per most recent audited financial statements)	15	<ul style="list-style-type: none"> ▪ 15 points, if the net assets is USD 300 million or above; ▪ 7.5 points, if the net assets is USD 150 million or above;
2.	Minimum Average Annual Turnover in the last three years	15	<ul style="list-style-type: none"> ▪ 15 points, if the average annual turnover is USD 800 million or above; ▪ 7.5 points, if the average annual turnover is USD 400 million or above;
Total Financial Score		30 Points	

Suppliers of the Bidders falling in between the evaluation bracket for Financial Evaluation will be assigned marks on interpolation basis.

2. Technical score (70 points)

Technical points shall be awarded under this category based on the following criteria:

S. No.	Description	Max Points	Criteria for points obtained
1.	Overall Production Capacity (Buses equal to and greater than 6 meter in length will be considered.)	30	<ul style="list-style-type: none"> ▪ 30 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ has produced an average of 8,000 units of buses of all types, sizes and specifications

			<p>over the last three (03) years average;</p> <ul style="list-style-type: none"> ▪ 15 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ has produced an average of 4,000 units of buses of all types, sizes and specifications over the last three (03) years average;
2.	Specific Production Capacity	25	<ul style="list-style-type: none"> ▪ 25 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 300 units of 9 meters and above city buses and 60 double decker over the last five (05) years; ▪ 12.5 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 150 units of 9 meters and above city buses and 30 double decker over the last five (05) years;
3.	Successful Projects Completion Certificates completed at least (01) similar projects evidenced by the completion certificate.	10	<ul style="list-style-type: none"> ▪ 10 points, for 2 or above completed projects with their completion certificates; ▪ 5 points, for 1 or above completed projects with their completion certificates;
4.	Quality Assurance Certifications (International Quality Assurance & Environmental Management Certifications in the field of Bus Manufacturing)	5	<ul style="list-style-type: none"> ▪ 2.5 Point, for: <ul style="list-style-type: none"> ▪ Updated International Standardization Organization (ISO) Certification – ISO 14001 for Environment Management ▪ 2.5 Point, for: <ul style="list-style-type: none"> ▪ Updated Total Quality Management (TQM) Certification
Total Technical Score			70 Points
Total Technical Score (Financial Score + Technical Score)			100 points (30 points + 70 points)

ANNEXURE C – NOTIFICATION OF AWARD

[Date]

To:

[Name and address of the Successful Bidder]

This is to notify you that your Bid consisting of the Technical Proposal and the Financial Proposal dated [*insert date*] for execution of supply of Goods (50 Diesel Double Decker) in the form attached to the Bidding Documents (the “**Agreement**”) for the Bus Supply Cost (i.e., the Bid Price) in the aggregate of [*insert amounts in numbers and words*], as corrected and modified in accordance with the Bidding Documents is hereby accepted by the Employer.

You are requested to countersign and furnish your acceptance of this Notification of Award within [three (03) days] of issuance of this Notification of Award which shall constitute your acceptance of this Notification of Award (the “**Letter of Acceptance**”) and thereafter sign the Agreement (in the form attached to the Bidding Documents) within [fifteen (15) days] of issuance of this Notification of Award.

[One (1)] day prior to the date of signing of the Agreement, you are required to furnish the Performance Security.

On the date of signing of the Agreement you are required to provide the Required Documents (each to the satisfaction of the Employer). Failure to furnish the Letter of Acceptance, execute the Agreement or furnish the Performance Security or any of the Required Documents each within the aforesaid time period may result in cancellation of the award and forfeiture of the Bid Security.

This Notification of Award shall incorporate all agreements made to the Bid (if any) agreed between the Employer and yourself. This Notification of Award duly accepted by you shall constitute, subject to all terms and conditions of the Bidding Documents except the changes or modifications agreed between yourself and the Employer, a binding contract between us until the Agreement is executed.

We would appreciate immediate notification and in any case within three (03) days of award, of your acceptance of this Notification of Award *i.e.*, the Letter of Acceptance, by returning one (1) copy of this Notification of Award after affixing your signature in the space provided below.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Documents.

[Authorized Signature]
[Name and Title of Signatory]
[Name of Employer]

WITNESSES:

1. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport / CNIC: _____

2. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport / CNIC: _____

ACCEPTED

For and on behalf of the Successful Bidder,

[Authorized Signature]

[Name and Title of Signatory]

[Name of Successful Bidder]

[Date]

WITNESSES:

1. Signature: _____

Name: _____

S/O: _____

Address: _____

Passport / CNIC: _____

2. Signature: _____

Name: _____

S/O: _____

Address: _____

Passport / CNIC: _____

ANNEXURE D – SUPPLIER/BIDDER’S SCOPE OF WORK

1. SUPPLIER/BIDDER’S RESPONSIBILITIES

1.1 Introduction

Out of all the cities of Sindh, the transport system in Karachi being the economic hub of Pakistan, currently catering to more than 20 million people faces numerous and the most significant challenges. The complex and heterogeneous traffic pool largely dominated by private vehicles most of which are poorly maintained and inadequate enforcement of traffic rules in Karachi create serious and unbearable congestion.

The establishment of the Sindh Mass Transit Authority (SMTA) by the Government of Sindh (GoS) is solely focused upon providing safe, efficient, and comfortable urban transportation systems in the major cities of Sindh. With regards to the present situation of the intra-city public transport, SMTA has proposed an “Integrated Bus Operations” system as a solution to cater for the public transport demand in six major cities of the province including Karachi, Hyderabad, Mirpurkhas, Sukkur, Larkana, and SBA. In this phase SMTA wants to procure 20 city buses in Karachi. The proposed system will provide high quality services to the public in these cities, meet the public transport demand, and contribute towards the development of a sustainable transport system.

In this regard, the SUPPLIER/BIDDER is expected to bring in 50 diesel double decker buses for Karachi. Detailed specifications of Buses are provided in Annexure E (*Employer’s Requirements*).

1.2 Procurement of Fleet

1.2.1 The SUPPLIER/BIDDER’S will Supply a fleet of 50 diesel double decker buses as per specifications provided.

1.2.2 The SUPPLIER/BIDDER’S Shall Supply spare parts for Two years after Procurement.

1.2.3 The SUPPLIER/BIDDER’S will be responsible to bear all the cost of inland transport and associated insurances while delivering the Buses to the designated Bus Depot or any designated location as instructed by the Employer (SMTA), Insurances procured by the SUPPLIER/BIDDER should include comprehensive insurance for terrorism, vandalism and sabotage and transit. The SUPPLIER/BIDDER shall ensure that the relevant insurances shall continue to be valid for the Term of the Agreement.

1.2.4 The SUPPLIER/BIDDER shall provide driver and maintenance training programs to the Employers designated operator’s staff and as instructed by the Employer.

1.3 Capacity

1.3.1 The provisional number of passengers that may be carried in a particular Bus, including all seated and standing passengers is 100 - 120 for Diesel Double Decker Buses. The afore stated permitted capacity of passengers in the Buses may from time to time be changed by the Employer to meet and/or optimize the requirements of the Employer and the Project.

1.4 Maintenance of the Buses

1.4.1 Initial Maintenance Period

- (a) The maintenance period shall run for two (2) years of the delivery of the Buses as confirmed in the Bus delivery and acceptance protocol signed by the SUPPLIER/BIDDER and the Employer (“**Maintenance Period**”).
- (b) During the Maintenance Period the Supplier will supervise Maintenance of Buses at its own cost.

1.5 Spare parts

- 1.5.1 The Supplier shall provide spare parts and the supply of spare parts shall cover the period from the delivery of the Buses to approximately two (2) years.

ANNEXURE E – EMPLOYER’S REQUIREMENTS

Table of Contents

1. Background	60
3. Specifications	60
Section 1: Specification Components	60
Section 2: Specifications Summary	10
Section 3: Legislation and Standards	12
Section 4: Weights and Dimensions.....	67
Section 5: Body	68
Section 6: Interior.....	74
Section 7: Mechanical	27
Section 8: Electrical	35
Section 9: Intelligent Transportation System (ITS)	39
Section 10: Bus Prototype Testing.....	47

1. BACKGROUND

Sindh Mass Transit Authority (SMTA) (hereinafter referred to as the “**Employer**”) is committed to providing safe, comfortable and efficient public transport services in various districts on Sindh in order to ensure efficient levels of mobility. To this end, the Employer seeks to procure high quality public transport vehicles for the successful operation of these services.

2. SPECIFICATIONS

Table 2.1: Vehicle Specifications

NO.	SPECIFICATION	50 Diesel Double Decker Buses
Section 1: Specification Components		
1.1.0	Model	2026 or latest.
1.1.1	Vehicle size	Length: 11 to 12 m Diesel Double Decker. Width: 2.5to 2.6m Height: 4 to 4.2m
1.1.2	Passenger Capacity	100 to 120 (sitting +standing), standard size
1.1.3	Engine	Diesel Engine: 4 or 6 cylinder diesel engine for reliable performance or latest reliable diesel engine compliance with latest Euro technology
1.1.4	Fuel Capacity	200 to 220 liters
1.1.5	Maximum Speed	70 to 80 km / h
1.1.6	Windows	As per standard size / customized/ will be finalized at the time of prototype bus and before bulk production.
1.1.7	Doors	Front double, middle double pneumatic swing doors with one wheel chair ramp or as per applicable standard
1.1.8	Suspension	ECAS, suspension system having airbags air suspension
1.1.9	Front Axle	6.5 to 7.5 T (as standard)
1.1.10	Rear Axle	13 T to 13.5T or as per applicable standard
1.1.11	Tyre size	Standard size and having good quality (certified)
1.1.12	Gear Box	Auto transmission
1.1.13	Brake System	Full Air brake with ABS
1.1.14	Steering	Power steering Hydraulic Assisted with height and angle adjustment (Right hand drive)
1.1.15	Roof top	Hard top with Air Conditioner
1.1.16	Floor Height (from road surface to Interior floor at doorways)	350 mm
1.1.17	Body or structure	The Supplier will submit a description of the body and structural materials utilized for the vehicle. The technical specification calls for the use of high strength corrosive-resistant materials. Mild steel is the minimum requirement for the body and structural elements of the Buses. The use of materials with superior strength, corrosion resistance, and overall durability is encouraged. The use of stainless-steel alloys (such as 3CR-12), high-carbon steel, glass-reinforced plastic (GFRP), aluminum, and other materials should be considered, particularly for critical sections of the body and structural elements. The description of the

NO.	SPECIFICATION	50 Diesel Double Decker Buses
		body and structural materials shall be attached as part of the proposal.
1.1.18	ITS & Others	<p>On board Unit (OBU), with the features of drivers NFC card and two validators (with the features QR and NFC card reader) on each bus. ITS devices and its connectivity through software will solely responsibility of Supplier. CCTV Cameras, Wifi, Fire extinguishers, interior mirrors, first aid kit, LED sign board (front and middle) USB interface for lower passenger area, Air conditioned (Both Decks), Emergency Exit, GPS tracking system, hand railing, climate control system, digital clock, micro phone system, audio-visual system.</p> <p>Any component, feature, or specification not explicitly mentioned in this document but necessary for the safe, efficient, and reliable operation of the double-decker buses in accordance with international best practices and local regulatory requirements shall be deemed to be included in the scope of supply and shall be provided by the bidder without any additional cost.</p>
1.1.19	Spare parts package	<p>The supply of spare parts and supplies by the SUPPLIER/BIDDER will cover the Term of the Agreement.</p> <p>At the end of Two years of Supply, the Supplier will also provide a final stock of spare parts and supplies at the depot facility or any other location as instructed by the Employer The quantity listed in Volume II of these Technical Specifications lists the minimum spare parts that will be included in the final stock of spare parts at the depot facility.</p> <p>At the end of Two years of Supply, the Supplier will also provide documentation on how the Employer or O&M Company will procure any future spare parts and supplies. This information will include a full list of the required spare parts and supplies along with pertinent parts order numbers, estimated lead times for delivery, and payment mechanisms and payment terms.</p>
1.1.20	Maintenance tools	<p>The Supplier shall provide two sets of maintenance tools, software, and diagnostic equipment required to repair, service, and maintain each type of vehicles.</p> <p>The Employer aims to stock the depot facility or any other location with an initial set of required tools that will serve the typical day-to-day requirements of vehicle repair and maintenance.</p> <p>The diagnostic software and equipment are required for evaluating the status of the vehicle and for directing depot staff to take necessary corrective maintenance and repair actions.</p>

NO.	SPECIFICATION	50 Diesel Double Decker Buses
		<p>As a minimum, the Supplier shall provide the following items:</p> <ul style="list-style-type: none"> ▪ One set per depot of the dollies and cradles necessary for the handling of engines, transmissions and other heavy components requiring specialist handling equipment. ▪ One set per depot of all tools required for the maintenance of the principal vehicle components, including all tools for standard maintenance, repair, and re-installing of vehicle components. ▪ One set per depot of maintenance diagnostic software, with a multi-site and multi-use license. ▪ One set per depot of diagnostic equipment to evaluate the status of vehicle components, including diagnostic equipment for the engine unit, gearbox, system electronics, air suspension system, and wheel and axle alignment. <p>Volume II of these Technical Specifications lists the minimum tools requirements to be provided by the SUPPLIER/BIDDER at the end of the Term of the Agreement. The SUPPLIER/BIDDER must also provide a list of any additional tools required to service the vehicles, and particularly the SUPPLIER/BIDDER must list any specialised tool (s) requirements.</p>
1.1.21	Warranty	<p>The warranty shall be provided on the chassis, body, and all vehicle components to protect against any defects in design, workmanship, equipment, or materials.</p> <p>The warranty will stipulate that the supplier is responsible for all repair and replacement costs due to the premature failure of any part or component due to defects in design, workmanship, equipment, or materials. The warranty will cover all costs associated with repairs or replacements due to the actions of the SUPPLIER/BIDDER . Among the types of repairs or replacements not covered under the warranty are road collisions or other unscheduled incidents.</p>
1.1.22	Registration, licensing and homologation	<p>The SUPPLIER/BIDDER will ensure all vehicles are locally registered, licensed, and homologated by the responsible authorities. While the Employer will be the named leads in officially registering and licensing the vehicles, the SUPPLIER/BIDDER shall lead the facilitation of all required processes to ensure registration, licensing, and homologation.</p>
1.1.23	Cost of Inland Transport and associated insurance to Delivery Point	<p>The SUPPLIER/BIDDER will be responsible to bear all the cost of inland transport and associated insurances while delivering all the Goods to the designated Bus Depots or any feasible location as instructed by the Employer</p>

NO.	SPECIFICATION	50 Diesel Double Decker Buses
		<p>Insurances procured by the SUPPLIER/BIDDER should include comprehensive insurance for terrorism, vandalism and sabotage.</p> <p>The SUPPLIER/BIDDER shall ensure that the relevant insurances shall continue to be valid for three (3) months after the delivery to the designated Bus Depot. The SUPPLIER/BIDDER will be responsible for complete insurance throughout the Term of the Agreement.</p>
1.1.24	Maintenance supervision	The Supplier shall provide vehicle maintenance supervision for a period of 2 years from the date of acceptance of last tranche of vehicle at its own cost.
1.1.25	Fleet Delivery Schedule	Delivery of 50 Diesel Double Decker Buses will be three (3) months from the date of Approval of Final Production Bus Design. However, the Supplier will submit the designs of diesel double decker buses prior to approval from Employer.
1.1.26	Approval process	As per the relevant provisions of the Agreement including the approvals set out in the Agreement Document.
1.1.27	Payment Schedule	As per Relevant Schedule (<i>Schedule of Payment Milestones</i>) of the Agreement.

Section 2: Specifications Summary		
S. No.	Criteria	Specification
1.	Model year	2026 or latest
2.	Vehicle length	11 to 12 m
3.	Vehicle width (not including mirrors)	2.5 to 2.6m
4.	Vehicle height (from road surface to highest point on roof) (maximum)	4 to 4.2 m
5.	Floor height (from road surface to interior floor at doorways)	350 mm approx.
6.	Clearance at doorway (from interior floor to door header) (minimum)	1.9 meters
7.	Axle load, front axle (maximum)	6.5 to 7.5 T
9.	Axle load, middle axle	Not Applicable
10.	Axle load, rear-axle (maximum)	13 to 13.5 T
11.	Grade ability (Fully Laden)	Min 20%
12.	Angle of Approach (Fully Laden)	≥ 7 degrees
13.	Angle of Departure (Fully Laden)	≥ 7 degrees
14.	Steering	Driver compartment on right- hand side of vehicle for vehicle operation on left-hand side of Roadway. Power Steering hydraulic assisted with height and angle adjustment
15.	Useful life of vehicle (projected)	1.2 million km or 12 years
16.	Number of median-side passenger doorways	N/A
17.	Center-line distance between the two doorways	N/A
18.	Free door width per passenger door (minimum)	1.2 meters
19.	Number of curb-side passenger doorways	2
20.	Number of manual flap-type boarding bridges from curb-side doors and median-side doors	2 (one for each door)
21.	General seat configuration	2 x 2 (predominantly)
22.	Seat pitch (minimum)	730 mm
23.	Seat width (minimum)	420 mm
24.	Number of passenger seats (including preferential seats but excluding flip down seats and driver seat) (minimum)	Under 70 (Lower+ Upper Deck), final design will be approved by SMTA
25.	Number of wheelchair bays (minimum)	1
26.	Total number of flip-down seats in wheelchair bay(s) (minimum)	2

27.	Length of wheelchair bay(s) (minimum)	1.3 meters each
28.	Number of seats in front women-only section (minimum)	Will be informed at the time of proto-type
29.	Thickness of flooring material (minimum)	2 mm
30.	Side window height (minimum)	980 mm
31.	For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	150 mm
32.	For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	200 mm
33.	Tire width	275 mm
34.	Tire construction type	Radial
35.	Distance between outside edge of tire sidewall to outside edge of vehicle body for front axle (maximum)	125 mm
36.	Distance between outside edge of tire sidewall to outside edge of vehicle body for middle axle (maximum)	Not Applicable
37.	Distance between outside edge of tire sidewall to outside edge of vehicle body for rear axle (maximum)	80 mm
38.	Power ratio (minimum)	12 to 15 HP per ton gross vehicle mass
39.	Power on gradient (minimum)	Maintain 35 to 40 km/hr on 4% up grade and 20 to 25 km/hr on 8% upgrade when fully loaded
40.	Projected maximum operating speed (maximum)	70 to 80 km/hr
41.	Internal noise standard (maximum)	80 dB
42.	External noise standard (maximum)	85 dB
43.	External noise standard when idling (maximum)	65 dB
44.	Turning radius, outer wheel track (maximum)	12.0 meters

Section 3: Legislation and Standards		
3.1	National legislation and standards	All vehicles shall comply with all national, provincial and local legislation, regulation or by-law as well as with the relevant national standards. All Bidders are expected to be fully familiarized with the legal requirements of public transport vehicles, of the types proposed, in the given national context.

Section 4: Weights and Dimensions		
4.1	Axle loads	<p>The vehicle axles must be capable of operating with the following maximum loads:</p> <ul style="list-style-type: none"> ▪ Front axle: 6.5 to 7.5 T ▪ Middle axle: Not Applicable ▪ Rear axle: 13 to 13.5 T
4.2	Overall vehicle width	The vehicles shall meet a targeted width of 2.5 to 2.6 meters, as measured from one exterior side to the other (excluding wing mirrors).
4.3	Floor height	Allowing ease of access for the curb-side boarding. The targeted floor height, based on the distance from the road level to the floor of the vehicle at the doorways, is 350 mm approx . This dimension must be achieved within a tolerance of +/- 10 mm even when the vehicle is unevenly loaded with passengers bunching on one side. The rear portion of the vehicle (i.e. the portion of the vehicles after the last doorway) may be raised with steps.
4.4	Vehicle length	The vehicle length 11 to 12 meters.
4.5	Interior floor to ceiling	<p>Lower deck</p> <ul style="list-style-type: none"> • Ranges are : 1.85–1.95 m <p>Upper deck</p> <ul style="list-style-type: none"> • Ranges are: 1.65–1.75 m

Section 5: Body		
5.1	Structure	The body shall be designed to meet a useful vehicle life of 12 years or 1.2 million kilometers, whichever of these two milestones arrive first. The body shall be reinforced at joints where stress concentration may occur. The vehicle shall safely withstand road shocks and other conditions found in urban services. Body paneling shall have adequate thermal and acoustic properties and shall not vibrate unduly while the vehicle is in operation. The structure shall meet the compliance standards for the rollover test stipulated through Regulation 66 of the United Nations Economic Commission for Europe (ECE-R66).
5.2	Materials and corrosion resistance	High strength corrosive-resistant material shall be used in construction of the body. Mild steel is the minimum requirement for the vehicles. The use of materials with superior strength, corrosion resistance, and overall durability is encouraged. The use of stainless steel alloys (such as 3CR-12), high-carbon steel, glass-reinforced plastic (GFRP), aluminum, and other materials should be considered, particularly for critical sections of the body and structural elements.
5.3	Body Shape	The Employer therefore requires a body design that evokes a modern, tram-like appearance with sleek and aerodynamic curve lines. This visual effect can be achieved by: <ul style="list-style-type: none"> i. a rounded vehicle front with a curved windscreen; ii. a slanted vehicle front; or iii. a rounded augmented body piece added to the front roof-line of the vehicle. <p>Supplier has to submit a modern design for double decker buses, that will be iconic for Karachi city. Moreover, supplier will submit the final design for body shape to the client for approval before prototype bus.</p>
5.4	Conduciveness to washing	The exterior and body features, including grilles and louvers, shall be shaped to allow complete and easy cleaning by an automatic vehicle washer without snagging washer brushes. Water and dirt should not be retained in or on any feature of the vehicle after leaving the washer.
5.5	Painting	
5.5.1	Vehicle livery	Vehicle exteriors shall be painted to the graphic design submitted by Employer. The details of the final design shall be provided during the pre-production period.
5.5.2	Painting of vehicle body	The painting of the vehicle shall employ modern best practice. Paints shall produce a superior finish that will support efforts to position the system as a choice option for all passengers. It is preferred that the paint materials and application procedures utilized will be as

		<p>environmental-friendly as is practically possible, including consideration of water-based paints.</p> <p>The paint shall be hard wearing and able to withstand the operating conditions of an urban bus. Such wear resistance shall include the ability to withstand regular machine-washing of the vehicles. The process and materials used shall be such as to allow ready repainting of minor scratches and scrapes.</p> <p>All primers, sealers, paint and any other materials used shall be compatible to assure chemical bond, adhesion, overall gloss retention, and to assure full warranty by the manufacturer.</p> <p>The finish coat shall be free of runs, sags, and areas of no gloss. There shall be no bare or exposed metal surfaces showing on the exterior of the vehicles. If vehicle components are to be imported and shipped via sea, then a special coating shall be applied to protect against damage from sea spray.</p> <p>It is to be noted that there will be advertisements on the external side of the bus to exploit Non-Fare Revenue Potential. Hence the paint should be such that it facilitates the purpose.</p>
5.5.3	Undercoating	The underside of the under-frame, flooring and stepwells, wheel-housings and all exposed underfloor surfaces shall be treated with a fire-retardant coating.
5.6	Doorways	
5.6.1	Number of passenger doors and dimensions	As mentioned above.
5.6.2	Door type and characteristics	<p>Doors should be two-leaf inward swinging doors. Structure of the doors, their attachments, inside and outside trim panels, and any mechanism exposed to the elements shall be corrosion-resistant. Door panel construction shall be of corrosion-resistant metal or reinforced non-metallic composite materials. The doors, when fully opened, shall provide a firm support and shall not be damaged if used as an assist by passengers during ingress or egress. Door edges shall be sealed to prevent infiltration of exterior moisture, noise, dirt and air elements from entering the passenger compartment, to the maximum extent possible based on door types.</p> <p>The doors, when closed, shall be effectively sealed, and the hard surfaces of the doors shall be at least 10 cm apart (not applicable to single doors). The combined weather seal and window glazing elements of the front door shall</p>

		not exceed 10 deg of binocular obstruction of the driver's view through the closed door.
5.6.3	Opening / closing mechanism	Doors shall be electro-pneumatically operated by the driver and shall be able to be opened or closed independently or in unison with each other. System shall include an audible announcement that informs passengers when the doors are either about to open or close. Door movements shall also be shown by luminous indicators. The indicators shall show red when the door is closed and orange when the door is open.
5.6.4	Door safety and emergency operation	Doors shall not open until the vehicle comes to a stop. Doors shall have an interlock control with brake and accelerator to prevent movement of vehicle with doors in open position. The doors shall function even with the ignition off. Anti-pinch sensors shall be installed to retract the door automatically if any obstruction with a width of 25 mm or greater is caught between any point of the doorway. The anti-pinch system will prevent injury due to wrists, ankles, or belongings being caught in the doorway.
5.6.5	Alignment indicators (For future provisioning)	N/A
5.6.6	Closing Force	Closing door edge speed shall not exceed 30 cm per second, and opening door speed shall not exceed 50 cm per second. Power doors shall not slam closed under any circumstance, even if the door is obstructed during the closing cycle. If a door is obstructed during the closing cycle, the pressure exerted on the obstruction shall not increase once initial contact has been made. Doors shall be equipped with a sensitive edge or other obstruction sensing system such that if an obstruction is struck by a closing door edge, the doors will stop and/or reverse direction prior to imparting a 5-kilogram force on 7 square centimeters of that obstruction. Whether or not the obstruction sensing system is present or functional it shall be possible to withdraw a 3.8-centimeter diameter cylinder from between the center edges of a closed and locked door with an outward force not greater than 16 kilograms.
5.7	Windows	

5.7.1	Side and rear windows	<p>Windows shall be provided along the sides of the vehicle as well as the rear of the vehicle.</p> <p>The side and rear window areas shall be as large as possible to give the seated and standing passengers an unobstructed exterior view. The window unit shall be a minimum of 980 mm in height. Bidders are encouraged to provide larger panoramic-styled windows.</p> <p>Windows shall be of the bonded type. Windows shall not be mounted in rubber moulds.</p> <p>All glass shall be tinted to an approximate level of 70% to 80% light transmission (i.e. glass permits approximately 70% - 80% of light to enter).</p> <p>Side windows shall have the look of a seamless or continuous window when viewed from exterior of the vehicle.</p> <p>The exterior of the windows shall withstand damage and scratching from use of vehicle wash system. This would include, but not limited to soaps, spinning brushes, as well as hand brushes.</p> <p>A positive lock type emergency latch shall be furnished on each emergency window frame. Both sides of the vehicle shall have a window decal describing emergency window operation procedures.</p> <p>The driver's side windows shall be split, sliding windows. The sliding portion shall move freely without rocking or binding. Driver windows shall be glazed with tinted laminated safety glass. Glass shall be tinted at the top third (1/3), to meet safety standards.</p>
5.7.2	Opening of windows	<p>While the vehicles will be fitted with air conditioning, there will be the option of manually-opened vents to be used in case of air conditioning failure besides the roof vents. These windows shall incorporate an upper transom portion. The transom shall be between 25 and 35 percent of the total window area. The lower portion of the window shall be fixed. The transom portion shall be hinged along the lower edge and open inward. This should be visually merged as much as possible with the fixed windows around them. However, the window vents will normally be locked during periods of the year when air conditioning is to be utilized. The unlocking of the windows should be controllable by the driver from his station and should not be unlocked by a passenger. The locking can be done manually at each vent by simply closing them.</p>

5.7.3	Windshield and windshield wipers	<p>The windshield shall be designed for easy replacement and maintenance. Windshields shall be angled sufficiently to reduce glare from the interior vehicle lighting. A fully adjustable sun visor shall be installed for driver's use. The installation shall preclude vibration in normal street operation. The visor shall be a full see through, mesh style with a release cord that allows the visor to return to the normal position.</p> <p>Two electric-operated heavy duty windshield wipers shall be furnished. The wiper motors shall be variable speed having at least a high and low speed setting with an intermittent setting. The windshield wiper system shall include a "self-parking" feature, which means the wiper returns to its base position when the wiper is disengaged. A windshield washer shall also be provided. The largest wiper blade possible for windshield design shall be used.</p>
5.8	Exterior panels, roof gutter and bumpers	
5.8.1	Exterior panels	Exterior panels shall be sufficiently stiff to prevent vibration, drumming or flexing while the vehicle is in service.
5.8.2	Roof gutter	As per international best practices and final approval will be taken from SMTA at the time of prototype bus.
5.8.3	Bumpers	No part of the vehicle shall be damaged as a result of a ten (10) kph impact at the front or rear of the vehicle. The energy absorption system of the bumper areas shall not require service or maintenance in normal operation during service life of the vehicle.
5.8.4	License Plate provisions	Provisions shall be made to mount local standard size license plates on the front and rear of the vehicle. These provisions shall direct mount or recess the license plates so that they can be cleaned by automatic vehicle washing equipment without being caught by the brushes. License plates shall be mounted according to local rules and shall not allow a toehold or handhold for unauthorized riders.
5.9	Wing mirrors	<p>Vehicles shall be equipped with two outside rear view mirrors, mounted on each front corner of the vehicle. The wing mirrors shall be motorized. The control switches shall be mounted on the driver's control console. The mirrors shall be fully adjustable to give the driver a full view of the required area.</p> <p>In order to ensure that the wing mirrors will not collide with the stops infrastructure during normal operation, the distance from the outside edge of the right-side wing mirror to the outside edge of the vehicle body shall not exceed 150 mm. For the left-side wing mirror, the distance from the outside edge of the wing mirror to the vehicle body shall not exceed 200 mm.</p>

		In order to ensure effective driver visibility, the wing mirrors shall have a minimum width of 170 mm and a minimum height of 250 mm.
5.10	External access points	
5.10.1	External access doors	<p>Access doors shall be provided, where necessary, for the easy maintenance of equipment. The access doors shall be provided with positive hold open devices and corrosion resistant latches.</p> <p>Access openings shall be sized for easy performance of tasks within the compartment including tool operating space. Access doors shall be of rugged construction and shall maintain mechanical integrity and function under normal operations throughout the service life of the vehicle. They shall close flush with the body surface.</p> <p>When engine access door is open, it shall not obstruct the rear vehicle lights. Access to the engine compartment, transmission compartment, radiator compartment, and ITS control compartment doors shall be controlled by some form of key access (“T” key style is acceptable). There shall be an access door for emergency workers to gain entry to the “Battery Disconnect” and it shall be labelled as such. This access door shall not require tools to gain access.</p>
5.10.2	Service Area Lighting	Lights shall be provided in the engine and all other compartments, where service may be required, to generally illuminate the area for night emergency repairs or adjustments. Sealed lamp assemblies shall be provided in the engine compartment and shall be controlled by a switch located near the rear start controls in the engine compartment. Necessary lights, located in other service compartments, shall be provided with switches on the light fixture or convenient to the light.
5.10.3	Roof escape hatch/air vents	As per international best practices and final approval will be taken from SMTA at the time of prototype bus.

Section 6: Interior		
6.1	Colors, maps, and advertising	
6.1.1	Color Scheme	<p>The color of the wall panels shall contrast with that of the surface of the floor and this contrast is to be most clearly defined at the junction of the floor to the wall. The actual colors to be utilized will be determined by the Employer during the pre-production period.</p> <p>The color of the wall panels shall contrast with that of the surface of the floor and this contrast is to be most clearly defined at the junction of the floor to the wall. The actual colors to be utilized will be determined by the Employer during the pre-production period.</p>
6.1.2	Panels and trim	<p>The interior of the access doors shall blend in with the appearance of the vehicle interior. The interior side walls, ceiling trim panels, and sections between large side windows down to the bottom of the window openings shall consist of an aesthetically-attractive and durable material. The materials must be approved by the Employer during the pre-production period.</p> <p>The interior of the access doors shall blend in with the appearance of the vehicle interior. The interior side walls, ceiling trim panels, and sections between large side windows down to the bottom of the window openings shall consist of an aesthetically-attractive and durable material. The materials must be approved by the Employer during the pre-production period.</p>
6.1.3	System map	<p>To provide excellence in system legibility, system network maps will be placed on all vehicles. The system maps will be provided in a large size that will be visible to the passenger area to the extent possible. At least two locations should be provided inside the buses for a system map.</p> <p>The actual provision of the maps is the responsibility of the Employer. Printing cost will be at the supplier's side and SMTA will provide the maps (soft copy)</p>
6.1.5	Advertising	<p>In order to optimize system revenues, some discrete advertising space will be permitted inside the vehicles. The possible spaces for the advertising include the space above the windows as well as on any partition panels not utilized for the system route map. The advertising spaces will be designed to include mechanisms to hold the advertising in place.</p>
6.2	Grab-rails/stanchions/straps	
6.2.1	Grab-rails and stanchions	<p>Full grip stanchions and grab-rails shall be provided for the safety of the standing passengers and for ingress and egress. The stanchions and grab rails shall be properly supported and held in place according to industry standards. Ceiling</p>

		<p>grab-rails, one on each side of vehicle aisle way, shall be even with aisle edge of the seats.</p> <p>If relevant to the chosen interior design, a horizontal passenger assist shall be placed across the front of the vehicle in order to prevent injuries on the windshield in the event of a sudden stop.</p> <p>A high-contrast color shall be used for the grab-rails and the stanchions. The color will be determined by the Employer during the pre-production period.</p> <p>The height and number of grab handles should facilitate passenger in having comfortable standing position.</p>
6.2.2.	Straps	Color coordinated subway straps shall be installed on grab-rails running length of vehicle. The straps shall be of a soft material such as leather and shall have a positive fastening system.
6.3	Internal layout	Bidders shall provide drawings of the proposed interior layout of each vehicle. The chosen layout may be altered through discussions with the Employer, provided there are no cost implications of such alterations.
6.4	Passenger seats	
6.4.1	Seating configuration	<p>In general, seats will be oriented in a 2 x 2 configuration, with the exception of areas such as the back of the vehicle and the flip-down seats in the wheelchair bays. Since customer comfort and personal security is a principal objective, a configuration of 3 x 3 or 3 x 2 is not permitted.</p> <p>For the most part, the seats will face forward. However, the flip-down seats in the wheelchair bays will be orientated to the side. It is also acceptable to include some side-facing or rear-facing seating if the configuration helps to maximize the number of seats. For example, rear-facing seating may be applied for this purpose on the rear-side of the wheel wells.</p>
6.4.2	Seating dimensions	<p>A minimum 730 mm leg pitch shall be provided. At preferential seats, the clear distance from the front of the seat to the rear of the next seat shall not be less than 230 mm. Where the preferential seat faces a bulkhead or partition more than 1,200 mm in height, this distance is to increase to a minimum of 300 mm.</p> <p>The seat width shall be a minimum of 420 mm.</p>
6.4.3	Number of seats	As mentioned above.
6.4.4	Standing passengers	No vehicle is expected to exceed a standing passenger capacity of 6.0 passengers per square meter. However, the axle load specifications have been set to accommodate temporary conditions of over-crowding.
6.4.5	Seating materials	The base structure of the seat shall be hard, durable plastic. The passenger contact areas at the base and at the back shall

		<p>be a soft padded plastic material. All materials shall be durable and easily maintained and cleaned. The color of the seat will be selected by the Employer during the pre-production period. The color of the seating in the women-only section of the vehicle shall be different than the color of the seating in the men's section of the vehicle.</p> <p>Example images of the proposed options for the seat type and materials are required to be provided.</p> <p>The type, style, and color of the seating materials must be approved by the Employer during the pre-production period.</p>
6.4.6	Hand-hold rail	All aisle passenger seats shall be equipped with a hand-hold rail at the top of the seat back-rest. A hand-hold rail at the sides is encouraged, since it is often useful for small children.
6.5	Specials needs seating	The vehicle shall include provisions for wheelchair-compatible open bays as well as priority seating areas for women only.
6.5.1	Wheelchair bays	<p>Minimum one wheelchair bay shall be provided. Wheelchair bay shall be forward facing. Minimum of 1 wheelchair bay will be accommodated in the wheelchair bay area. Each wheelchair bay shall be a minimum of 1.3 m in length.</p> <p>The wheelchair bay will also accommodate flip-down seating that can be utilized when no wheelchair patron is using the space.</p> <p>The wheelchair bay is to be provided with approved independent passenger and wheelchair restraint systems including seat belts and stanchions as necessary. The equipment is to comply with ISO 10542. The wheelchair bay shall include a headrest backboard to minimize injury in case of an accident or sudden stop.</p> <p>The wheelchair bay shall be designated a priority area for wheelchair patrons as well as other disabled persons and customers with prams. The wheelchair bays shall have signage indicating this prioritization. A pictogram indicating this priority will also be placed adjacent to the exterior of the doorway nearest to the wheelchair bay.</p>
6.5.2	Preferential seating area for women	As mentioned above.
6.6	Driver's compartment	
6.6.1	Driver's seat	The driver's seat shall include: headrest, high back, dual air lumbar, air operated side bolsters, and an automatic fore and aft slide. The driver's seat shall be upholstered in all cloth fabric. The driver's seat will be equipped with a 3-point seat belt, and a built-in maxi alarm indicating that the

		brake has not been applied when driver takes pressure off the seat.
6.6.2	Enclosed compartment	The driver's area shall be an enclosed compartment. Behind the driver shall be a partition wall, but the wall shall include a window to allow visibility into the passenger area. To the left-side of the driver shall be a clear upper wall and doorway to allow the driver to have full peripheral vision and to be able to communicate freely with the conductors. The doorway to the driver's compartment shall be lockable for security purposes.
6.6.3	Compartment ergonomics	The SUPPLIER/BIDDER shall supply or cause to be supplied state of the art ergonomics engineering to the vehicle driver's environment to maximize driver comfort and ease of operation for extended periods of time. All switches and controls necessary for the operation of the vehicle, including door master, shall be conveniently located in the driver's area and shall provide for ease of operation.
6.6.4	Interior mirrors	In addition to the presence of cameras and displays, mirrors shall be provided for the driver to observe passengers throughout the vehicle without leaving his/her seat and without shoulder movement and as per international best practices.
6.6.5	Signage	Signage shall be provided near the driver's compartment. This signage shall state that passengers shall not address the driver, except in emergency situations. The signage shall also state that the driver carries no cash and that any of abuse of the driver shall result in prosecution. SMTA will forward more signages to be placed inside the bus at the time of final design.
6.6.6	Components	The following are the various components to be found in the area of the driver's compartment: <ul style="list-style-type: none"> ▪ Basic toolbox fitted behind the driver ▪ Horn ▪ ITS components (described below) ▪ Driver's sun visor on both the right and left hand windscreen ▪ Fire extinguisher placed near the driver, approved to national standards ▪ Triangle kit for roadway incidents ▪ Lockable storage holder next to driver to place personal belongings ▪ Provision of space / holders for operating license certificate and valid operational permit on dashboard or driver side window. ▪ Digital Video Recorder (DVR) ▪ Vehicle logic unit (VLU)

		<ul style="list-style-type: none"> ▪ Driver data terminal (DDT)
6.7	Floor	
6.7.1	Floor base	The floor base shall be resistant to moisture and moisture related deterioration. The underframe shall have sufficient stiffeners to keep the flooring from excessive flexing under maximum loads.
6.7.2	Floor covering	<p>The floor covering shall be both aesthetically pleasing as well as durable. The floor covering shall be capable of withstanding daily mopping / wet scrubbing.</p> <p>The floor covering shall be a heavy-duty non-slip material with a minimum thickness of 2 mm. The walking area of the floor shall be level in each section.</p> <p>The color of the floor at the passenger doorways shall contrast with that elsewhere in the vehicle. In front of each doorway, the floor color will be a high-contrast yellow to indicate that passengers are not to block that area.</p> <p>Bidders shall provide samples of the floor material options being offered. The type and color of the floor covering must be approved by the Employer during the pre-production period.</p>
6.7.3	Access doors in floor	Floor inspection trap doors shall have a quick-acting coupling system to facilitate the access and maintenance of chassis components. All holes in the floor material, for mounting bolts, seams, etc., shall be caulked and sealed before sanding. Access openings in the floor shall be avoided with the exception of access for the fuel tanks sending unit and driveshaft.
6.7.4	Wheel housing	As per best international practices.
6.8	Partition walls	<p>Partition walls shall be installed just to the front of the second median doorway in order to help provide some protection between the women's and men's area of the vehicle. A partition wall shall also be installed to the rear of the wheelchair bay. The Bidder will also identify a location in the rear of the vehicle (i.e. behind the articulation unit) to place a partition wall that may be used for placement of a route map and/or advertising.</p> <p>A partition wall shall also be installed behind the driver; this barrier shall be transparent above 1,000 mm so that the driver has a clear view of the passenger area.</p>

		<p>Some of the partition walls will be fitted to accommodate a system map and/or advertising.</p> <p>Partitions shall incorporate hand-holds that assist seated passengers in arising or steadying themselves. Adequate clearance shall be provided for passenger's hand between panel and rear half of door, during complete opening and closing cycle. Material color and finish to be determined during the pre-production period.</p>
6.9	Fire and safety equipment	<p>The SUPPLIER/BIDDER shall furnish and install or cause to be furnished and installed a dry chemical extinguisher with hose assembly. The fire extinguishers shall be located in easily accessible locations (Lower and Upper deck).</p> <p>The interior of the vehicle shall be fitted with the required fire and safety decals. The placement of the fire equipment and the decals shall be approved by the Employer during the pre-production period.</p>
6.10	Interior insulation	<p>Aside from the general thermal and acoustic requirements for the body, any seat area over the engine shall be heavily insulated for both noise and heat protection with fiberglass blankets or approved equal.</p>

Section 7: Mechanical		
7.1	Engine	
7.1.1	Diesel engine position	The engine portion of the system shall be in the rear of the vehicle. Engine will be separated from the passenger compartment by means of a sound, vapor and fire proof wall.
7.1.2	Charge air cooling	As per international standards.
7.1.3	Design Life	The design life of at least 1,200,000 kilometers, subject to proper maintenance practices.
7.1.4	Power	As mentioned above.
7.1.5	Maximum speed	The vehicle shall be capable of reaching a top speed of 80 km/hr on a straight, level road at GVWR with all accessories operating. The vehicle shall be capable of safely maintaining the vehicle speed according to the recommendations by the tire manufacturer. For actual operational use the vehicle shall be set to limit maximum vehicle speed to 80 km/hr.
7.2	Fuel / energy system	
7.2.1	Fuel and emission standard	The diesel-fuel shall conform to a latest Euro emission and fuel standard. Currently, only diesel fuel meeting a EURO 2 emission standard is available in Pakistan. EURO 2 fuel will thus be utilized in the vehicles. However, it is recognized that EURO 2 compatible engines are generally being phased out of production. In addition, the service would benefit from the potential future option of a cleaner emission standard.
7.2.2	Fuel tank	For the diesel-fueled option, the fuel tank(s) shall be securely mounted to the vehicle to prevent movement during vehicle maneuvers, but shall be easily removed for cleaning or replacement. The tank shall have an inspection plate or removable filler neck to enhance cleaning and inspection. The tank shall be baffled internally to, prevent fuel sloshing regardless of fuel level. Further details are mentioned as above.
7.2.3	Filler provision	The tank filler pipe shall be so designed as to prevent back splash when the tank reaches full, as the fuel fill nozzle shuts off. It is preferred that the fuel filler be located on the left side of the vehicle.
7.3	Environmental and safety standards	
7.3.1	Emission standards	Vehicles shall conform to the national air-pollution control standards and all other local air-pollution requirements as

		established for the year of vehicle manufacture. Vehicles shall meet a minimum emission standard of latest Euro.
7.3.2	Noise standards	As mentioned above.
7.3.3	Safety standards	<p>The vehicle must meet all safety performance standards set for public transport vehicles under the Applicable Standards.</p> <p>The vehicle shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations. These provisions shall include the use of fire-retardant/low-smoke materials, fire detection systems, firewalls, and facilitation of passenger evacuation.</p> <p>All materials used in the construction of the Passenger Compartment of the vehicle shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993 or later or another internationally recognized standard approved by the Employer.</p> <p>Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls, need not comply. In addition, smaller components and items, such as seat grabrails, switch knobs and small light lenses, shall be exempt from this requirement.</p> <p>Fire sensing and suppression systems shall be provided.</p> <p>The requirements for passenger evacuation provisions related to doors, windows, and escape hatches are defined in Section 5 - Body.</p> <p>Other accident and structural safety standards and tests are either in the Attachment or described and determined throughout this document.</p>
7.4	Transmission	Vehicles shall be equipped with electronically controlled automatic gearboxes that are matched to the engine and other drive train components to ensure the required performance characteristics. The system gearbox shall provide smooth power transfer throughout the power range and shall not transfer any power when the gear selector is in neutral.
7.5	Drive shaft	The drive shaft shall be suited to the mass and performance requirements of the vehicles and shall have lubrication fittings provided for the universal and slip joints
7.6	Axles	As mentioned above.
7.7	Suspension system	All vehicles shall have air suspension with electronic self-levelling control.

		<p>The suspension system shall be self-adjusting with respect to any load imbalances that may occur. The basic suspension system shall last the life of the vehicle without major overhaul or replacement.</p> <p>All friction parts or suspension shall be equipped with replaceable bushings and inserts.</p> <p>All axles should be properly aligned so the vehicle tracks accurately within its size and geometry.</p>
7.8	Steering	<p>All vehicles shall be fitted with power steering to reduce steering effort. The system can either be electrically assisted only or an electro-hydraulic system with an electric pump. Steering columns shall be adjustable to accommodate driver needs.</p> <p>A power steering fluid reservoir that is easily accessible for checking and filling fluid level without removing any equipment shall be provided.</p>
7.9	Brakes	<p>Vehicles are to have pneumatic anti-lock brake systems designed to ensure safe braking under normal and emergency conditions and appropriate for the operating environment. The braking system shall be balanced such that braking effort is appropriately distributed between all wheels to ensure maximum tire kilometers and equal rate of wear in front and rear break blocks. The braking system shall meet all current national and local safety standards.</p> <p>An emergency brake release shall also be provided to release the brakes in the event of automatic emergency brake application. The driver shall be able to manually depress and hold down the emergency brake release valve to release the brakes and maneuver the vehicle to safety. Once the driver releases the emergency brake release valve, the brakes shall engage to hold the vehicle in place. Air to the emergency brake release system shall be provided by a dedicated emergency air tank supplied by the electric pump system.</p>
7.10	Tires and wheels	
7.10.1	Tires	<p>The tires shall be capable of operational speeds up to 80 km/h with the specified axle loads. The load on any tire at full GVM shall not exceed required tire rating.</p> <p>The tires shall have a radial ply construction. Tires shall be interchangeable between axles on the vehicle.</p>
7.10.2	Tire to body distance	<p>The effectiveness of the vehicle-to-platform alignment is also affected by the distance from the outer edge of the tire sidewall to the outer edge of the vehicle body. Quite often the tire sidewalls are inset to the inside of the body.</p> <p>The maximum inset distance from the outside edge of the tire sidewall to the outside edge of the vehicle body shall</p>

		be 125 mm for the front axle and 80 mm for the middle and rear axles.
7.10.3	Wheel characteristics	<p>All wheels on the vehicle shall be of the same size and type interchangeable between front and rear. Each shall be powder coated a color determined by the Employer during the pre- production period.</p> <p>The manufacturer shall furnish one full set of wheels, with one spare for every vehicle provided.</p>
7.10.4	Splash guards/splash aprons	Splashguards / aprons made of composition or rubberized material shall be installed on the body around the periphery of the wheel. The design of the splashguards / aprons shall preclude the accumulation of dirt.
7.11	Turning radius and tracking	<p>The turning radius of the vehicles is a critical parameter in determining the vehicle's ability to properly dock at stops. The minimum turning radius of the vehicles is defined through the tracking movement of the front inner and outer wheels.</p> <p>The maximum turning radius for the outer wheels is specified as 12.0 meters.</p>
7.12	Air conditioning system	<p>The air conditioning system must be capable of maintaining an average interior temperature of between 23°C and 25°C when the ambient temperature is 45°C. The air conditioning system shall be capable of reaching the targeted interior temperature of between 23°C and 25°C within 30 minutes of vehicle operation when the ambient temperature is 45°C. The system shall continue to provide a cooling function until a cut-off temperature of 50°C.</p> <p>Compliance to these temperature targets will be measured at two points in the vehicle. The first location will be the second passenger row behind the driver. The second location will be the second to last passenger row at the back of the vehicle. All measurements will be taken at the height of the seat headrest.</p> <p>The design should be such that it minimizes electricity usage. The system's weight shall also be minimized in order to reduce impacts on axle loads and to reduce impacts on vehicle operating speeds. The system shall be designed to function for the life of the vehicle (12 years) when maintained properly.</p> <p>The air conditioning system shall meet these performance requirements using a specified and approved by Employer refrigerant. The Supplier shall ensure that upper deck air conditioning system performs upto the mark in extreme weather conditions.</p>
7.12.1	Air Flow – Passenger Area	The cooling mode of the interior climate control system shall introduce air into the vehicle at or near the ceiling

		<p>height at a minimum rate of 0.7 cubic meters per passenger based on the standard configuration vehicle carrying a number of passengers equal to 1.5 times of the seated load. Airflow shall be evenly distributed throughout the vehicle, with air velocity not exceeding 30 meters per minute on any passenger. The ventilating mode shall provide air at a minimum flow rate of 0.85 cubic meters per passenger.</p> <p>The climate control blower motors and fans shall be designed such that their operation complies with the interior noise level requirements.</p>
7.12.2	Air Flow - Driver's Area	<p>The vehicle interior climate control system shall deliver at least 2.8 cubic meters of air to the operator's area when operating in the ventilating and cooling modes. Adjustable nozzles shall permit variable distribution or shutdown of the airflow. The windshield defroster unit shall meet the requirements of SAE Recommended Practice J382 or equivalent, Windshield Defrosting Systems Performance Requirements. The defroster or interior climate control system shall maintain visibility through the operator's side window.</p> <p>A separate ventilation, and defroster system for the operator's area shall be provided and shall be controlled by the bus operator.</p>
7.12.3	Air Filtration	<p>Air shall be filtered before discharge into the passenger compartment. The filter shall meet the US American National Standards Institute / American Society of Heating and Air conditioning Engineers (ANSI/ASHRAE 52.1) requirement for 5 percent or better atmospheric dust spot efficiency, 50 percent weight arrestance, and a minimum dust holding capacity of 120 gram per 28 cm cell. More efficient air filtration may be provided to maintain efficient heater and/or evaporator operation. Air filters shall be easily removable for service. Air filters shall be cleanable.</p>
7.12.4	Roof Ventilators	<p>Three roof ventilators shall be provided in the roof of the vehicle, one approximately over or just forward of the front axle, a second approximately over the second axle and a third in the rear section.</p> <p>The ventilators shall be easily opened and closed manually by a 1.5-meter-high passenger. If roof ventilator(s) cannot be reached by this passenger, then a tool shall be provided to allow this. When open with the vehicle in motion, these ventilators shall provide fresh air inside the vehicle. Ventilator shall cover an opening area no less than 0.28 square meters and shall be capable of being positioned as a scoop with either the leading or trailing edge open no less than 10cm, or with all four edges raised simultaneously to a height of no less than 9cm. An escape hatch shall be incorporated into the roof ventilator. Roof ventilator(s) shall be sealed to prevent entry of water when closed.</p>

7.12.5	Maintainability	Manually controlled shutoff valves in the refrigerant lines shall allow isolation of the compressor and dehydrator filter for service. To the extent practicable, self-sealing couplings utilizing O-ring seals shall be used to break and seal the refrigerant lines during removal of major components, such as the refrigerant compressor. Shut-off valves may be provided in lieu of self-sealing couplings. The condenser shall be located to efficiently transfer heat to the atmosphere and shall not ingest air warmed above the ambient temperature by the vehicle mechanical equipment, or to discharge air into any other system of the vehicle. The location of the condenser shall preclude its obstruction by wheel splash, road dirt or debris. HVAC components located within 15 centimeters of floor level shall be constructed to resist damage and corrosion. Must have high and low refrigerant pressure electronic gauges to be in the return air area.
7.12.6	Air Flow System of the Bus	The air-system of the bus shall be specially designed with option available to the driver with push button to collect all breathe air from the roof and exhaust it without recycling during passenger trip. Meanwhile fresh dust free / filtered air of equal proportion is to be pumped in from the driver's side of the bus for normal breathing of passengers. The Supplier shall ensure air throw upto satisfaction levels i.e, covers 2 + 2 seating area on the upper deck.
7.12.7	Self Disinfectant System	Each bus shall be equipped with a self-disinfectant system with a liquid tank of sufficient capacity and pressure pump as option available to a driver with push button to spray the whole bus at the end of each trip. The system shall generate a mist of a suitable chlorox type non-flammable self evaporating disinfectant or any other liquid disinfectant in compliance with available international standards to fulfill the purpose in the entire bus prior to start of a trip. As a safeguard the pump system shall remain disabled while the bus speed is non-zero i.e. in a moving bus. The mist shall be used to disinfect the bus in the direction from roof to floor and its discharge points shall be placed proportionally to cover the entire bus from inside.
7.12.8	Air Curtains	Air curtains on all access doors to avoid loss / gain of heat and / or cool air when doors are frequently opened for boarding & alighting of passengers with minimum air flow of 1000 ± 50 m ³ /hr.
7.13	Heating System	The Proper Heating System will be provided in the buses for winter season.
7.14	Maintenance servicing and	The engine shall be arranged so that accessibility for all routine maintenance is assured. No special tools, other than dollies and hoists shall be required to remove engine/accessories. The power plant shall be removable as one complete unit. The muffler, exhaust system, air cleaner, air compressor, starter, alternator, radiator, all accessories and any other component requiring service or replacement shall be easily

		removable and independent of the engine and transmission removal.
7.15	Tools, software, diagnostic equipment, and manuals	
7.15.1	Tools	<p>The SUPPLIER/BIDDER shall deliver or cause to be delivered to the Employer the following tools:</p> <ul style="list-style-type: none"> ▪ Two set of the dollies and cradles necessary for the handling of engines, transmissions and other heavy components requiring specialist handling equipment.
7.15.2	Diagnostic equipment and software	<p>The SUPPLIER/BIDDER shall provide or cause to be provided 1 set of diagnostic equipment and 1 set of software that permits status evaluation of the critical vehicle components. This equipment and software shall indicate the status of the specified equipment and shall be accompanied by clear information on any required remedial actions.</p> <p>The diagnostic equipment shall provide information on the following vehicle components:</p> <ul style="list-style-type: none"> ▪ Engine unit ▪ Battery ▪ Gearbox ▪ System electronics. ▪ Air Suspension system ▪ Wheel and Axle Alignment
7.15.3	Guidance and instruction manuals	<p>The SUPPLIER/BIDDER shall provide or cause to be provided a complete set of vehicle guidance and instructional manuals. These manuals shall as a minimum cover the following topics:</p> <ul style="list-style-type: none"> ▪ Description of all parts and components, including instructions for assembly and disassembly ▪ Description of maintenance and diagnostic procedures ▪ Troubleshooting recommendations and procedures ▪ contact details for emergencies, maintenance support, and parts procurement <p>The manuals shall be provided in correct and proper English. At least four (4) color printed copies shall be provided. At least three (3) digital copies on three (3) USBs shall also be provided.</p>
7.16	Performance documentation	<p>The SUPPLIER/BIDDER shall furnish or cause to be furnished the following performance graphs as part of the bid documentation:</p> <ul style="list-style-type: none"> ▪ Engine Speed vs. Road Speed ▪ Horsepower vs. Engine Speed ▪ Specific Fuel Consumption Chart (for diesel-fuel operation)

		▪ Vehicle Speed vs. Grade (both loaded and unloaded)
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Section 8: Electrical		
8.1	Internal lighting	<p>The light source shall be located to minimize windshield glare, with distribution of the light focused primarily on the passengers' reading plane while casting enough light onto the advertising display. The lighting system may be designed to form part of or the entire air distribution duct.</p> <p>The lens material shall be translucent polycarbonate. Lenses shall be designed to effectively "mask" the light source. Lenses shall be sealed to inhibit incursion of dust and insects yet be easily removable for service. Access panels shall be provided to allow servicing of components located behind light panels. If necessary, the entire light fixture shall be hinged.</p> <p>When the driver master switch is in the "run" or "night/run" mode, the first light module on each side of the vehicle shall automatically close or dim when the front door is in the closed position and illuminate when the door is opened. When in "Off" or "On" all lights shall be also on or off.</p>
8.1.1	Passenger area	<p>Energy-efficient lighting such as LED shall be installed in the cover area on both sides and along the total length of the vehicle and shall not occupied on the minimum interior headroom.</p> <p>The lenses shall be made of polycarbonate material and be sealed to prevent the entrance of dust and insects but shall be easily opened for cleaning and service of ballast and lamp.</p>
8.1.2	Driver's compartment	<p>A driver's compartment lamp, with a full-range dimmer, shall be mounted to illuminate the entire driver's area.</p>
8.1.3	Interior door lighting	<p>All door threshold areas shall be adequately illuminated with Light-Emitting Diode (LED) type lights activated only when the door is open.</p> <p>The lights shall be shielded to prevent light from directly shining into passenger or driver's eyes.</p> <p>Light fixtures shall be totally enclosed, splash proof, designed to provide ease of cleaning as well as lamp and housing removal and shall not be easily removable by passengers.</p>
8.2	Exterior lighting	<p>All exterior lights shall be designed to prevent entry and accumulation of moisture or dust. Lamps, lenses and fixtures shall be interchangeable to the extent practicable.</p> <p>Two hazard lamps at the rear of the vehicle shall be visible from behind when the engine service doors are opened.</p> <p>Light lenses shall be designed and located to prevent damage when running the vehicle through an automatic vehicle washer.</p> <p>Commercially available LED-type lamps shall be utilized at all exterior lamp locations. LED lamps shall be potted type and designed to last the life of the vehicle.</p>

8.2.1	Headlamps	The headlamps shall utilize halogen/LED technology. The headlamps shall have a sealed beam unit. They should be designed for ease of replacement. Headlamps shall incorporate a daytime running light feature.
8.2.2	Exterior door lighting	An exterior white LED light shall be provided at each door to adequately illuminate the outside area when the doors open. These lamps shall illuminate the street surface to a level of no less than 11 lux for a distance of 90 cm outward from the outboard edge of the door threshold.
8.2.3	Indicator lights, reversing lights, marker lights and reflectors	The indicator lights, reversing lights, marker lights, and reflectors shall have the following characteristics: <ul style="list-style-type: none"> ▪ LED lights shall be preferred where appropriate. ▪ Direction indicator lights shall be visible from front, rear and sides of the vehicle, with additional side units fitted if necessary. ▪ The vehicle shall be fitted with reversing lights, which shall also engage an audible reversing signal, clearly audible in the vicinity of the vehicle with the engine running. Marker lights shall be installed, one on each upper corner of the body. ▪ Reflectors at the front, rear and on the each side of the vehicle shall be provided. Reflectors shall be installed on both sides of the vehicle.
8.3	Battery and battery compartment	
8.3.1	Battery	Battery and starter cable shall be properly bracketed, sized and fastened to carry the maximum loads that may be encountered. Each battery shall have a purchase date no more than one year from the date of release for shipment to the Employer.
8.3.2	Master battery switch	A master battery switch shall be provided near the batteries in the battery compartment, mounted to prevent corrosion, for complete disconnection of the electrical system. The master switch shall be capable of carrying and interrupting the total circuit load.
8.4	Wiring and cabling	
		The wiring and cabling on the vehicle shall be color-coded for ease of repair and maintenance as well as safety.
8.5	Stop request system	
		The vehicle shall be fitted with a stop request system to allow passengers to request for the vehicles to stop at a certain stop/ station. Stop-request buttons shall be provided on the hand-hold bars on both sides of the vehicles. The placement of the stop-request buttons shall be such that no passenger is more than 1.2 meters away from a button. An indicator light showing the deployment of the stop request will be visible both in the passenger area and in the driver's compartment. The deployment of the stop request

		button will also be accompanied by a chime noise (Placed at upper and lower deck of the buses)
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Section 9: Intelligent Transportation System (ITS)		
9.1	Overview of ITS system	<p>The ITS equipment will consist of components that will be procured and installed by the SUPPLIER/BIDDER . It includes:</p> <ul style="list-style-type: none"> ▪ Automatic Vehicle Location (AVL) system ▪ Vehicle performance monitoring ▪ Fare Validation Equipment ▪ Passenger Door Count System ▪ Vehicle weight ▪ Digital Video Recorder (DVR) ▪ Vehicle WiFi system ▪ UHF/VHF/Wifi Communication System ▪ External variable messaging display ▪ Internal variable messaging display ▪ Internal infotainment display ▪ Audio system ▪ Door opening / door synchronization unit ▪ Driver display unit and on-board CCTV cameras. ▪ Driver panic alarm ▪ USB ports ▪ Traffic signal priority equipment (space provision for future addition only).
9.2	Vehicle performance monitoring	<p>Vehicle performance monitoring is an essential element for effective fleet management and driver control. The SUPPLIER/BIDDER will monitor and record the most pertinent performance statistics of the major mechanical and electrical components.</p> <p>It is essential that all the vehicles are equipped with performance monitoring that will provide information of, at least, the following:</p> <ul style="list-style-type: none"> ▪ Speed (wheel based and Tachometer based) ▪ Fuel used and fuel levels ▪ Engine speed (revolutions) and engine hours ▪ Vehicle distance ▪ Tachograph performance ▪ Handling information ▪ Engine coolant temperature ▪ Ambient air temperature ▪ Status of doors ▪ Time/date ▪ Brake pressures ▪ Parking brake status ▪ Gears and alternator status ▪ Direction indicators ▪ Vehicle weight. <p>Data outputs from the monitoring equipment shall be recorded onto the Vehicle Logic Unit (VLU) for later compilation and analysis.</p>

		<p>The monitoring system must comply with an open interface standard for information exchange typically used for Fleet Management Systems (FMS). For these purposes the system must comply with Bus-FMS-Standards (www.bus-fms-standard.com) or as instructed by SMTA. The SUPPLIER/BIDDER shall provide or cause to be provided a detailed interface specification for this interface. The monitoring system shall be able to interface with the AVL unit.</p>
9.3	Vehicle weight	<p>The SUPPLIER/BIDDER shall measure and record or cause to be measured and recorded the vehicle weight at different points of time. The data recorded will include the total weight of the vehicle. Preferably, this data will also include the distribution of the weight, and in particular, will include measurement of the axle loads.</p> <p>There will be at least two general uses for the data collected. First, this data shall be correlated to GPS position to estimate the number of passengers on board the vehicle at different segments of the route. The weight values shall thus be used to estimate the number of passengers boarding and alighting at each stop. Second, the axle load data will help ensure compliance to the legal load-carrying limits of the vehicle.</p> <p>Data from the vehicle weight device shall be recorded onto the Vehicle Logic Unit (VLU) and made available through the Bus-FMS interface.</p>
9.4	Vehicle Logit Unit (VLU)	<p>The VLU is the core computer server for most of the data and ITS functions on-board the vehicle.</p> <p>The VLU shall be placed in a location that allows effective connectivity to the various ITS components. The location shall also ensure that the VLU is physically well-protected. The VLU must be compatible to function with all other equipment installed.</p> <p>The SUPPLIER/BIDDER shall provide or cause to be provided a description of the technical specifications (hardware, interfaces, and operating system) of the VLU and interface specifications allowing the integration of the unit with:</p> <ul style="list-style-type: none"> ▪ Vehicle performance monitoring ▪ Communications unit ▪ GPS positioning data ▪ Digital Video Recorder ▪ External variable messaging display ▪ Internal variable messaging display ▪ Internal infotainment display ▪ Audio system ▪ Panic alarm.

<p>9.5</p>	<p>Communications Unit</p>	<p>The Communications Unit will control the flow of communications and information between the vehicle and the control center. This includes both real-time data exchange as well as stored information for later downloads at the depots.</p> <p>The communication system will also permit verbal communications between the driver and the control center. The verbal communications system will be designed so that the driver may communicate hands-free of the device, but still capable of hearing vehicle cabin sound.</p> <p>The Communications Unit is comprised of a router and all antennae required for mobile (GSM/GPRS/LTE/3G/4G) connectivity, WiFi connectivity, and GPS positioning. A separate cable between the GPS antenna and the VLU shall be included.</p> <p>The Communications Unit will provide connectivity through 3G and 4G mobile networks. The Communications Unit will provide at least two slots for different SIM cards, and thus enabling the option of multiple simultaneous 3G/4G connections. Due to concerns regarding the reliability of the existing 3G and 4G mobile networks, the provision of communications via UHF/VHF radio bandwidths should also be provided by the SUPPLIER/BIDDER .</p> <p>The Communication Unit may also provide the passenger WiFi system. Alternatively, the passenger WiFi could also be provided through a separate receiver and router (see 9.8 below).</p>
<p>9.6</p>	<p>Driver Data Terminal (DDT)</p>	<p>The Driver Data Terminal (DDT) is a computing device that enables the driver to visually understand vehicle performance and parameters.</p> <p>The device shall be equipped with a color LCD touchscreen display designed for operation in a public transport environment and shall be managed and controlled by the VLU.</p>
<p>9.7</p>	<p>Digital Video Recorder (DVR)</p>	<p>All CCTV footage shall be recorded onboard by the Digital Video Recorder (DVR). The DVR shall be connected to the VLU for management purposes. Video footage on the DVR will be downloadable at the depot if required.</p> <p>DVR must have capability to store recording for two days.</p>
<p>9.8</p>	<p>Vehicle Wi-Fi</p>	<p>The vehicle should have the provision to provide free Wi-Fi to passengers.</p> <p>The SUPPLIER/BIDDER will procure and install the vehicle WiFi system.</p> <p>The Wi-Fi equipment will include a 4G receiver and router. The minimum download speed for the Wi-Fi system within the vehicle shall be at least 3.0 megabits per second (Mbps). The SUPPLIER/BIDDER will be responsible for fitting and installing the WiFi receiver and router into the vehicle. The fitting of the equipment will be provided in a manner to ensure WiFi connectivity in all passenger sections of the</p>

		<p>vehicle. The SUPPLIER/BIDDER will provide all necessary wiring and cabling for the system.</p> <p>The passenger WiFi may also be provided by a receiver and router integrated with the vehicle Communication Unit (see 9.5 above).</p>
9.9	External variable messaging display	<p>An external variable messaging display shall be provided on the top front of the vehicle. The external variable messaging display will indicate three possible types of information: 1.) Route destination; 2.) Name/Number of route; and 3.) Emergency messages.</p> <p>The external display shall utilize high brightness, wide viewing angle, amber LED technology. LED brightness shall be controlled by photocells installed as part of the sign. The controller shall communicate with the on-vehicle VLU. It shall also be possible to override messages directly from the control center under emergency conditions.</p> <p>The display shall be capable of showing upper and lower case characters with proportional fonts. The display shall be capable of showing double stroke width (bold) fonts. The front face of the display shall be designed to minimize glare.</p> <p>The display shall have the functionality to display messages in the following modes, set through configuration data:</p> <ul style="list-style-type: none"> ▪ A single, non-scrolling or changing message ▪ A right to left scrolling message ▪ An alternating (between two states) message. <p>The LEDs shall have a minimum service life of 80,000 hours in their installed configuration. The system shall be designed for continuous operation without the need to manually “reboot” computers or devices. Visible messages shall begin playing within one (1) second of being triggered. External variable message sign shall be capable of displaying the message in Urdu and English.</p>
9.10	Internal variable messaging display	<p>Two internal variable messaging displays shall be provided, one for the front portion and one for the rear portion of the vehicle. The displays will provide the following types of information:</p> <ul style="list-style-type: none"> ▪ Name of next stop ▪ Route name and route map ▪ Route destination ▪ Time. <p>The onboard displays shall utilize high brightness, wide viewing angle, liquid crystal display (LCD) technology. The display will be readable for a distance of up to 8 meters. Messages on the displays shall be legible during any time of day and from any designated passenger position on the bus. The proposed location of the displays will be noted in the tenderer’s vehicle layout drawing.</p>

		<p>During the pre-production stage, the Employer will specify the font type, color of the background, color of the lettering, and the use of any branding on the displays.</p> <p>The displays will interface with and be controlled by a Vehicle Logic Unit. Internal variable message sign shall be capable of displaying the message in Urdu and English.</p>
9.11	Internal infotainment display	<p>Minimum Two (2) infotainment displays shall be provided inside the vehicle. The infotainment displays will show full color video entertainment, news, public service announcements, and advertisements.</p> <p>The displays will be placed to be viewable for most passengers. The displays shall utilize high brightness, wide viewing angle, LCD technology. The display resolution shall be at least 1280 x 720.</p> <p>The displays will be enclosed in a tamperproof casing with toughened glass. The surface of the displays shall be coated with an anti-glare layer to enable viewing during any time of the day.</p> <p>Content for the infotainment displays may also be stored and connected via the VLU. Standard video signal input ports will be provided.</p>
9.12	Audio system	<p>The audio system shall be capable of both digital audio messages programmed into the Vehicle Logical Unit (VLU) as well as public address messages from the driver.</p> <p>The audio system will be programmable in relation to the vehicle position in order to automatically deliver specific stop information. Upon arriving at a stop, the digitally-recorded message will announce the stop/station name as well as the name of possible transfer routes. A digital announcement will also be made noting that the doors are opening. Upon departing from a stop, a digitally-recorded message will note the doors are closing. The digital announcement will then note the route name, final destination, and the next stop.</p> <p>Messages from the driver on the public address system will only occur to announce special messages or situations, such as reasons for delays or emergency instructions. The digital recording of the messages will be the responsibility of the Employer.</p> <p>The volume of the announcements shall be adjustable to a standard level through configuration data. The system shall include an automatic gain control to automatically and independently adjust interior and exterior volumes depending on interior and exterior ambient noise levels.</p>

		<p>The audio system will be controlled by the VLU and the input ports must therefore be able to interface with the VLU. The Supplier shall ensure voice quality loud and clear.</p>
9.13	Door opening and synchronization unit	<p>The opening and closing of the vehicle's doors (both sides) shall be synchronized with the opening and closing of the station doors (for probable future use). A single switch/button on the driver console may actuate vehicle doors and station doors simultaneously.</p>
9.14	Driver displays and on-board CCTV cameras	<p>Closed-circuit television (CCTV) cameras shall be provided for vehicle surveillance to ensure passenger security and vehicle safety.</p> <p>The vehicle shall be fitted with at least four (4) CCTV cameras. One camera will cover the front curb-side door and the driver compartment. One camera will cover the front passenger area and the median-side doorways. One camera will cover the rear passenger area. One camera will face behind the vehicle, and thus will assist the driver when reversing.</p> <p>Output from the cameras will be shown through a visual display on or near the dashboard. The driver shall have a visual digital display of the area behind the vehicle whenever the vehicle is in reverse gear.</p> <p>The video footage from these cameras shall also be stored on-board on the digital video recorder (DVR). The SUPPLIER/BIDDER will provide or cause to be provided all cabling and connectivity between the cameras and the DVR.</p> <p>In normal conditions, the video footage will be downloaded when the vehicle enters the depot. The SUPPLIER/BIDDER shall ensure that the system is designed in such a way so the data can be readily downloaded after the vehicle enters the depot. In emergency situations, the system shall allow streaming of onboard footage to the control center.</p> <p>All cameras will be integrated into the interior layout of the vehicle in a visually appealing manner. The precise location of the cameras will be determined in the pre-production phase with approval from the Employer. Both the cameras and the dashboard displays should ideally be highly visible to the passengers to give assurances that their security is being surveilled.</p> <p>The CCTV cameras shall be connected to the IP network.</p>

9.15	Driver panic alarm	<p>The panic alarm will be utilized in circumstances in which the driver is not able to utilize the normal communications system.</p> <p>The panic alarm shall be located discretely in the driver's compartment. The location should be such that it is known to the driver but not clearly evident to passengers. The SUPPLIER/BIDDER shall provide or cause to be provided the button and the wiring required to connect it to the VLU.</p>
9.16	USB ports for passenger devices	<p>The provision of USB ports in the passenger seating area allows customers to charge their personal devices while travelling on public transport. This service helps further encourage ridership.</p> <p>The preferable configuration would be a port provided behind each seat or at the vehicle interior sidewall for seats without another seat directly in front.</p>
9.17	Automatic Vehicle Location (AVL) system	<p>All vehicles in the system will be tracked by an Automated Vehicle Location (AVL) system utilizing Global Positioning System (GPS) technology.</p> <p>The AVL system also provides instructions to the drivers to maintain the correct headway between vehicles. The AVL system will provide real-time, automatic information to drivers on the correct speed in order to maintain the headway. The system will clearly display on the driver console the target speed in real-time to maintain the headway. The AVL system thus encompasses all hardware and software components to achieve real-time positioning control of the vehicle. The AVL unit will be fitted into the driver console in an ergonomic manner. The AVL unit will also be integrated with the Vehicle Logic Unit (VLU), allowing it to:</p> <ul style="list-style-type: none"> ▪ Relay vehicle performance data to the control centre ▪ Receive GPS positioning data ▪ Relay video to the control centre ▪ Control the content on all messaging and infotainment displays ▪ Feed the audio system with audio ▪ Relay panic messages to the control centre. <p>The AVL system of the entire fleet will be monitored from the operational control center of the service. The AVL and GPS system shall be based on an open software standard.</p>
9.18	UHF/VHF/Wifi Mesh system	<p>Due to concerns over the reliability of mobile telephone networks, the vehicles will also be fitted with a communications system based on UHF/VHF/Wifi Mesh radio bandwidth technology.</p>

Section 10: Bus Prototype Testing		
10.1	Overview of Bus Prototype Test	As explained in the Schedule of Delivery, a Prototype Bus will be produced after the approval of detailed design. Certain tests will be conducted with this Prototype bus in order to ascertain the performance of bus. A minimum list of these tests are given in the section below, however the SUPPLIER/BIDDER can proposed any additional tests deemed necessary. Also the Employer can ask for a few additional tests while finalizing these Prototype Testing.
10.2	Bus Basic Compliance Tests	The objective of this test is to go through the initial screening process to make sure that the bus complies with all the basic requirements
10.3	Bus Physical Inspection	The objective of this test is to carry out of physical inspection of the bus both from external and internal sides to assess the overall condition of the bus
10.4	Safety Test – Double Lane Change (Obstacle Avoidance Test)	The objective of this test is to determine handling and stability of the bus by measuring speed through a double lane change test.
10.5	Performance Tests	
10.5.1	Acceleration, Grade ability and Top Speed Test	The objective of this test is to determine the acceleration, gradeability, and top speed capabilities of the bus. Best is to have instrumentation set to read acceleration directly and to trace a speed curve. Gradeability can then be calculated.
10.5.2	Bus Braking Performance Test	The objective of this test is to provide braking performance data.
10.6	Structural Integrity Tests	
10.6.1	Structural Shakedown Test	The objective of this test is to determine certain static characteristics (e.g., bus floor deflection, permanent structural deformation, etc.) under static loading conditions.
10.6.2	Structural Distortion	The objective of this test is to observe the operation of the bus subsystems when the bus is placed in a longitudinal twist simulating operation over a curb or through a pothole.
10.6.3	Static Towing Test	The objective of this test is to determine the characteristics of the bus towing mechanisms under static loading conditions.
10.6.4	Dynamic Towing Test	The objective of this test is to verify the integrity of the towing fixtures and determine the feasibility of towing the bus under manufacturer specified procedures.
10.6.5	Jacking Test	The objective of this test is to inspect for damage due to the deflated tire and determine the feasibility of jacking the bus with a portable hydraulic jack to a height sufficient to replace a deflated tire.
10.6.7	Hoisting Test	The objective of this test is to determine possible damage or deformation caused by the jack/stands.
10.6.8	Rollover Test	The objective of this test is to measure crashworthiness - the ability of the vehicle to protect its passengers in the event of a crash. Simulation based results for this test will be accepted.

10.7	Noise Tests	
10.7.1	Interior Noise and Vibration Test	The objective of these tests is to measure and record interior noise levels and check for audible vibration under various operating conditions.
10.7.2	Exterior Noise Test	The objective of this test is to measure and record exterior noise levels when a bus is operated under various conditions.

Vehicle Spare Parts – Diesel Double Decker Buses

Volume II

LIST OF SPARE PARTS TO BE PROVIDED BY THE SUPPLIER/BIDDER

The SUPPLIER/BIDDER shall provide all replacement parts and supplies for all maintenance issues resulting from normal wear and tear as well as items requiring scheduled replacements throughout the term of the Agreement.

There shall be no vehicles unavailable for services due to the lack of spare parts at the depot site.

The table below is the minimum list of spare parts and supplies to be provided at all times during the Term of the Agreement. Spare parts and supplies listed in the table below are to be provided.

Table 1. Spare parts package to be provided

Part description	Quantity to be provided during the term of contract Agreement
Oil filter	60
Diesel engine oil (liters)	150
Fuel filter	15
Water trap filter	15
Set tappet cover gaskets	15
Oil separator	30
V-belt	15
Air filter	15
Compressed air drier cartridge	15
Poly V-belt	15
Poly V-belt tensioner	15
Starter, alternator, and vehicle battery	6
Disc brake pads	15
Touch-up paint for all colors used on the vehicle (quantity in liters)	15
Full windscreen assembly	3
Side window glass unit	3
Head lamp assembly, including globes (2 lamps per set)	6
Rear brake light / indicator light assembly, including globes (2 assemblies per set, left and right)	6
Exterior wing mirrors (arms and mirrors, left and right mirrors per set)	10
Wiper blades (2 per set)	30
Interior light globes	15
Full seat assembly	6
Back and bottom seat cushion set	6
Floor cover material (quantity in square meters)	6
Door assembly (including doors, valves, switches)	3
Interior partition wall / advertising unit	3
Wheel unit	3
Engine cooling system unit	3
Transmission system / gearbox unit	3
Air conditioning unit	3
Vehicle Logic Unit (VLU)	3
Driver Data Terminal (DDT)	3
Digital Video Recorder (DVR)	3

Door opening and closing synchronization unit	3
CCTV cameras	15
Interior variable messaging display unit	3
Infotainment display unit	3
Spare Wheel	1 per Bus

LIST OF TOOLS TO BE PROVIDED

Sets of tools to be provided

Table 2. Minimum list of tools to be provided

Description	Quantity to be Provided
Air chisel	1
Air drill	2
Air grinder	2
Air gauge kit – brake system	1
Air riveter	2
Alternator and starter test bench	1
Battery charger	1
Battery load tester	1
Bench grinder	2
Bench vice	2
Bottle jacks	2
CO2-welder	1
Compression tester	1
Creepers	2
Drill press	1
Electric drill	1
Electric grinder	1
Electric shear	1
Electric steel cutter	1
Extension leads	2
Floor material welder	1
Gas welder	1
Headlight tester/adjuster	1
Heavy duty socket set (multiple sizes, as required)	1
Hydrometer	2
Impact screw driver	1
Impact wrench, large size	1
Impact wrench, medium size	1
Impact wrench, small size	2
King pin press	1
Lead lights	6
Magnetic base and gauge	1
Metal sheet bender	1
Micrometer set	1
Multimeter	2
Paint heat kit	1
Polisher	1
Porta power	1
Portable arc welder	1
Portable gas welder	1
Power bar	2
Power jack (60 ton)	2
Puller set	1

Radiator pressure tester (diesel-fuel option only)	2
Refractometer – antifreeze tester	2
Sander	1
Spray gun	1
Torque wrench 0-60 Nm	1
Torque wrench 201-450 Nm	1
Torque wrench 451-800 Nm	2
Torque wrench 61-200 Nm	1
Transmission jack (1000 kg)	1
Tire hammer	1
Tire stripping and fitting kit	1
Vernier set	1
Wheel stopper blocks	6

BUSES SUPPLY AGREEMENT

BY AND BETWEEN

SINDH MASS TRANSIT AUTHORITY
(AS EMPLOYER)

AND

[TO BE INSERTED]
(AS SUPPLIER)

RELATING TO:

SUPPLY OF GOODS (50 DIESEL DOUBLE DECKER BUSES)
UNDER ADP SCHEMES

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	TERM, MOBILIZATION PERIOD AND COMMENCEMENT.....	13
3.	THE EMPLOYER.....	14
4.	THE SUPPLIER'S GENERAL OBLIGATIONS	16
5.	SUPPLY OBLIGATIONS.....	21
6.	CONSTRUCTION WORKS	Error! Bookmark not defined.
7.	O&M SERVICES	Error! Bookmark not defined.
8.	BUS SUPPLY AND O&M FEES AND OTHER PAYMENT TERMS.....	30
9.	CORPORATE GUARANTEE AND SUPPLIER SECURITIES	38
10.	APPLICATION FOR RELEASE CERTIFICATE	45
11.	DEFAULT AND TERMINATION	46
12.	WARRANTY	51
13.	CONFIDENTIAL INFORMATION.....	53
14.	REPRESENTATIONS AND WARRANTIES.....	54
15.	ASSIGNMENT AND NOVATION	58
16.	GENERAL INDEMNITY	58
17.	OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.....	59
18.	FORCE MAJEURE.....	61
19.	CHANGES	62
20.	NOTICES.....	63
21.	DISPUTE RESOLUTION.....	63
22.	RELATIONSHIP.....	65
23.	AMENDMENTS.....	65
24.	VALIDITY AND ENFORCEABILITY.....	65
25.	EXCLUSIVE RIGHTS AND REMEDIES	66
26.	ENTIRE AGREEMENT.....	66
27.	LANGUAGE.....	66
28.	SURVIVAL.....	66
29.	NO WAIVER	66
30.	GOVERNING LAW	66
31.	COUNTERPARTS.....	67
	SIGNATURE PAGES	68
	SCHEDULE A: SUPPLIER'S SCOPE OF WORK AND EMPLOYER'S REQUIREMENT.....	70
	SCHEDULE B: FORM OF O&M PLAN.....	Error! Bookmark not defined.
	SCHEDULE C: FORM OF ADVANCE PAYMENT SECURITY	74
	SCHEDULE D: FORM OF CORPORATE GUARANTEE.....	76
	SCHEDULE E: FORM OF PERFORMANCE SECURITY	82
	SCHEDULE F: FORM OF WARRANTY BOND.....	86
	SCHEDULE G: KEY PERFORMANCE INDICATORS	88
	SCHEDULE H: TERM EXPIRY CRITERIA.....	Error! Bookmark not defined.
	SCHEDULE I: RELEASE CERTIFICATE	90
	SCHEDULE J: LIST OF SUB-CONTRACTORS	92
	SCHEDULE K: INSURANCE	93
	SCHEDULE L: CONSENTS	94
	SCHEDULE M: INDICATIVE FORM OF LETTER OF CREDIT.....	95
	SCHEDULE N: BENCHMARK O&M FEE	Error! Bookmark not defined.
	SCHEDULE O: LEASE PAYMENT	Error! Bookmark not defined.
	SCHEDULE P: INCENTIVE PAYMENT	97
	SCHEDULE Q: LOSS OF REVENUE.....	98
	SCHEDULE R: SCHEDULE OF PAYMENT SCHEDULE	99
	SCHEDULE S: STANDING INSTRUCTIONS.....	100
	SCHEDULE T: SCHEDULE OF DELIVERY.....	106
	SCHEDULE U: TERMINATION PAYMENT	111

BUSES SUPPLY AGREEMENT

This 50 Diesel Double Decker **BUSES SUPPLY AGREEMENT** (this “**Agreement**”) is made on this _____ day of _____, 2026

BETWEEN

- (1) **SINDH MASS TRANSIT AUTHORITY**, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at House # D 43/1, Shahrha-e-Ghalib, Block 2, Clifton, Karachi, Pakistan (the “**Employer**”, which expression shall include its successors-in-interest and permitted assigns);

AND

- (2) **[●]**, a Supplier (supplier) incorporated under the laws of Pakistan, with its registered office located at **[●]**, Pakistan (the “**Supplier**”, which expression shall include its successors-in-interest and permitted assigns).

(Each of the Employer and the Supplier is hereinafter, individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS:

- (A) The Employer, in discharge of its functions under the SMTA Act, intends to implement an integrated bus operations project by establishing a network of public transport routes in various cities in the Province of Sindh to meet increasing demands for urban transport and contribute towards development of a sustainable transport system.
- (B) The Employer has undertaken public procurement process in terms of the Sindh Public Procurement Rules, 2010, passed by the Government of Sindh pursuant to Section 26 of the Sindh Public Procurement Act, 2009, to select an entity to perform and undertake the Supplier’s Obligations in relation to the Project for the city of Karachi.
- (C) The Supplier presented its Bid for the Project and was selected as the successful bidder.
- (D) The Employer wishes to conclude an agreement with the Supplier for the performance of the Supplier’s Obligations in respect of the Project.
- (E) The Parties desire to set forth the terms and conditions under which the Supplier shall perform, and the Employer shall pay, for the Supplier’s Obligations.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

The terms used in this Agreement shall have the meanings stated below:

“**Acceptable International Credit Rating**” means, with respect to a person or the unsecured, unguaranteed and unsubordinated instruments issued by such person, an international rating of A- or higher by S&P, A3 or higher by Moody’s or A- or higher by Fitch, provided that, where a person or any instrument is rated by more than one of S&P, Moody’s or Fitch, then the lowest rating will apply for determining whether the person or instrument has an Acceptable International Credit Rating.

“**Acceptable Pakistan Credit Rating**” means, with respect to a person or the instruments issued by such person:

- (a) in relation to such a person, that is rated AA+ or higher by PACRA or AA+ or higher by VIS; and
- (b) in relation to such an instrument, that it is rated AA+ or higher by PACRA or AA+ or higher by VIS,

provided that where a person or any instrument is rated by more than one of PACRA or VIS, as applicable, then the lowest rating will apply for determining whether the person or instrument has an Acceptable Pakistan Credit Rating.

“**Advance Payment**” means the advance payment of the Supply Cost to be made by the Employer pursuant to Section 8.1 (*Advance Payment*) in an amount equivalent to thirty percent (30%) of the Supply Cost.

“**Advance Payment Security**” means an irrevocable, unconditional and on-demand bank guarantee, denominated and payable in USD, having a Minimum Credit Rating at all times, in an amount equal to the Advance Payment, issued by a bank, having a Minimum Credit Rating at all times, in each case acceptable to the Employer, in the form set out in **Schedule C** (*Form of Advance Payment Security*).

“**Advance Payment Security Original Expiry Date**” has the meaning given to that term in Section 9.1.2.

“**Agreement**” means this Buses Supply Agreement including all Schedules, exhibits and annexes included herein.

“**Applicable Laws**” means the federal, provincial and local laws of Pakistan and laws of any other relevant jurisdiction, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by any competent entity pursuant thereto, as any of them may be amended from time to time.

“**Applicable Standards**” mean the standards, requirements and criterion applicable to the performance of the Supplier’s Obligations as contained in:

- (a) the Applicable Laws;
- (b) the Employer’s Requirements;
- (c) the Approved Detailed Bus Design for the Prototype Bus;
- (d) the Approved Final Bus Design for the Production Buses;
- (e) the Prudent Industry Practices; and
- (f) the Consents,

provided however, in the event of any discrepancy, conflict or inconsistencies in the standards, requirements and criterion set out above, the most stringent standards, requirements and criterion shall apply.

“**Approved Concept Bus Design**” has the meaning given to that term in Section 5.2.2.

“**Approved Detailed Bus Design**” has the meaning given to that term in Section 5.3.2(a).

“**Approved Final Bus Design**” has the meaning given to that term in Section 5.5.2(a).

“**Arbitration Act**” means the Pakistan Arbitration Act, 1940 (as may be amended, modified, supplemented, extended or re-enacted from time to time).

“**Batch of Goods**” means shipment of Supply in accordance with the Schedule of Delivery to be delivered on or before the Scheduled Commencement Date.

“**Bid**” means the bid [*insert details*] submitted by the Supplier (being the successful bidder) in response to the Bidding Documents.

“**Bid Submission Date**” means the date on which the Bid is submitted, and as specified in the Bidding Documents.

“**Bidding Documents**” means the bidding documents issued by the Employer on [*insert details*].

“**Bus**” or “**Buses**” means the Prototype Bus and the Production Buses being supplied by the Supplier for the purposes of the Project, meeting the specifications set out in Schedule A (*Supplier’s Scope of Work and Employer’s Requirements*).

“**Bus and Structure**” means the Buses and the outer physical structure of the Buses each as further described in the Employer’s Requirements.

“**Bus and Structure Warranty Obligations**” means, during the Bus and Structure Warranty Period, warranty obligations of the Supplier in relation to the Bus and Structure, including, remedying of Defect or Deficiencies, in each case, in accordance with the Applicable Standards and the timelines stated in this Agreement.

“**Bus and Structure Warranty Period**” means the period for notifying Defect or Deficiencies in the Bus and Structure of any of the Buses which period shall commence from the Delivery Completion Date and end on the date that is the earlier of: (i) twelve (12) years after the Delivery Completion Date (subject to any extension under Section 12.4 (*Extended Warranty*)); or (ii) after the relevant Bus has run 1.2 million kilometers of service.

“**Certificate of Compliance**” has the meaning given to that term in Section 5.9.2(a).

“**Certificate of Rejection**” has the meaning given to that term in Section 5.9.2(b).

“**Change in Complete Control**” means any issuance, sale, transfer, conveyance, disposal or any event, transaction, arrangement, Encumbrance or agreement of any nature that results in or may result in the Supplier(s) holding less than one hundred percent (100%) of the Shares and/or losing the power to direct the management, policies, control and/or decisions, in each case, of the Supplier.

“**Commencement Date**” has the meaning given to that term in Section 2.3.1.

“**Supplier**” means the entity/entities identified as “Supplier” in the preamble and its legal successors and permitted assigns.

“**Supplier Equipment**” has the meaning given to that term in Section 7.8.1.

“**Supplier Security(ies)**” means the Advance Payment Security, the Warranty Bond and the Performance Security.

“**Supplier Taxes**” means and includes all taxes, levy, cess, duties and fees (other than Employer Taxes) including taxes on income of the Supplier and all other taxes, duties and charges, in each case, that may be applicable on the Supplier or in respect of the Supplier’s Obligations, (including any associated custom and import duties for clearance of imported Goods, equipment etc. from the port in Supplier’s country), provided, however, the aforesaid taxes in each case shall be deemed to be included in the Bus

Supply Fees.

“**Supplier’s Approval Request**” has the meaning given to the term in Section 7.5.2.

“**Supplier’s Personnel**” means the Supplier’s Representative(s), employees, all personnel including staff, labour of the Supplier and any other personnel assisting the Supplier in the execution of the Supplier’s Obligations.

“**Supplier’s Obligations**” means the obligations to be performed and undertaken by the Supplier in terms of this Agreement and include: (a) the Supply Obligations.

“**Supplier’s Representative**” has the meaning given to that term in Section 4.6.1.

“**Concept Bus Design**” has the meaning given to that term in Section 5.2.1.

“**Confidential Information**” means all information, documentation, data, know-how or trade secrets, of whatever nature relating to the Project, disclosed by one Party to the other Party in accordance with Section 13 (*Confidential Information*).

“**Consents**” means all such approvals, consents, authorizations, notifications, concessions, acknowledgements, licenses, permits, or similar items that is or are required to be, from time to time, obtained and/or maintained by the Supplier for the performance of its obligations under this Agreement, including the consents stated in **Schedule L (Consents)**.

“**Conversion Rate**” means the Telegraphic Transfer and Overdraft (TT&OD) composite (selling) exchange rates for USD: PKR published / authorised by State Bank of Pakistan on the date falling seven (7) days prior to the Bid submission deadline.

“**Cost**” means all expenditure reasonably and properly incurred (or to be incurred) by the Supplier including overhead and similar charges and Loss of Revenue but does not include profit.

“**Covered Assets**” means the Goods, the Bus Stations and the Bus Depots, as specified in the Employer’s Requirements.

“**Default Delay Period**” means, in relation to the Mobilization Period, the days (or part thereof) that lapse between the Scheduled Commencement Date and the actual Commencement Date.

“**Defective Goods**” has the meaning given to that term in Section 5.9.2(b).

“**Defects or Deficiencies**” means any obligations forming part of Supplier’s Obligations, that fail to conform to the Applicable Standards in any manner (including any services, performance, materials, design, execution, engineering and/ or workmanship in respect of such obligations and services); and any grammatical forms of such terms shall be construed accordingly.

“Delay Liquidated Damages” means the delay liquidated damages payable by the Supplier for delay in the achievement of the Scheduled Commencement Date, in accordance with Section 2.5 (*Delay Liquidated Damages During Mobilization Period*).

“Delay Liquidated Damages Cap” shall have the meaning ascribed thereto in Section 2.6.3.

“Delivery Completion Certificate” means the certificate to be issued to the Supplier by the Employer confirming delivery of the Batch of Goods to the Delivery Point in accordance with the Order and the requirements of this Agreement.

“Delivery Completion Date” means the date of issuance of the Delivery Completion Certificate.

“Delivery Point” means the bus depots / spaces / areas / premises specified by the Employer in the Employer’s Requirements for the delivery of the Goods.

“Deposit Date” has the meaning given to that term in Section 14.13.1.

“Detailed Bus Design” has the meaning given to that term in Section 5.3.1.

“Dispute” has the meaning given to that term in Section 21.1.1.

“Effective Date” means the date of signing of this Agreement.

“Emergency” means the occurrence of any event, that in the judgment of either Party requires immediate action and which constitutes, or is likely to constitute, a serious hazard to the safety of persons or property, or to the security, integrity, durability and reliability of the Covered Assets, or may materially interfere with the safe, prudent and/or environmentally sound operation of the Covered Assets or any part thereof.

“Employer” means the entity identified as “Employer” in the preamble and its legal successors and permitted assigns.

“Employer Authority Matters” has the meaning given to that term in Section 7.5.1.

“Employer’s Instructions” has the meaning given to the term in Section 3.3 (*Employer’s Instructions*).

“Employer’s Personnel” means the Employer’s Representative and all other staff, labour, contractors, drivers, operators, agents, representatives, consultants and other employees personnel engaged by the Employer.

“Employer’s Representative” has the meaning given to that term in Section 3.2.1.

“**Employer’s Requirements**” means the requirements set out in **Schedule A (Supplier’s Scope of Work and Employer’s Requirements)**, which specifies the purpose, scope, and/or other technical criteria including specifications for the Goods and other Supplier’s Obligations.

“**Employer’s Taxes**” means and includes all Pakistani taxes consisting of: (i) custom and import duties, sales tax, federal excise duty, and other duties and fees payable in the government treasury of Pakistan in respect of the Goods; and (ii) withholding income tax and any tax to be deducted or withheld from the gross amount payable by the Employer to the Supplier on account of all payments being made for Supply Obligations.

“**Encumbrance**” means any charge, pledge, hypothecation, lien, mortgage, assignment, right of set-off, option, contractual restrictions (such as negative covenants having the effect of creating or acknowledging security interests in favour of creditors) or other encumbrance or security arrangement or interest of any kind securing any obligation or any type of preferential arrangement (including conditional sale, title transfer and retention arrangements) having similar effect.

“**Excluded Taxes**” has the meaning given to that term in Section 8.8.3.

“**Face Value**” means the amount (at any time) available for drawing / encashment under the Supplier Securities.

“**Final Bus Design**” has the meaning given to that term in Section 5.5.1.

“**Final Inspection**” has the meaning given to that term in Section 6.5.1.

“**Force Majeure Event**” has the meaning given to that term in Section 18.1.

“**Goods**” means the Buses (including the Bus and Structure), Spare Parts and two set of tools and diagnostic equipment procured by the Employer from the Supplier (Supplier), each in accordance with the Applicable Standards.

“**Goods Warranty Obligations**” means, during the Goods Warranty Period, warranty obligations of the Supplier in relation to the Goods (except the Bus and Structure), including, remedying of Defect or Deficiencies, in each case, in accordance with the Applicable Standards and the timelines stated in this Agreement.

“**Goods Warranty Period**” means a period that will commence on the Delivery Completion Date and end on the date that is twelve (12) months after the Delivery Completion Date (subject to any extension under Section 12.4 (*Extended Warranty*)).

“**GoP**” means the Government of Pakistan.

“**GoS**” means the Government of Sindh.

“**Handover Date**” has the meaning given to that term in Section 11.8.1.

“**Interim Payments**” means instalments of the Supply Cost payable in such amounts and on completion of such Payment Milestones as set out in the Schedule of Payment Milestones.

“**Invoice**” has the meaning given to that term in Section 8.3.1.1(a).

“**Key Performance Indicators**” means the key performance indicators to be complied with and fulfilled by the Supplier during the Project Period as set out in **Schedule G (Key Performance Indicators)**.

“**LC**” or “**Letter of Credit**” means the letter of credit (substantially in the form and substance attached hereto as **Schedule M (Indicative Form of Letter of Credit)**), to be established on behalf of the Employer by the LC issuing bank in favour of the Supplier, in accordance with Section 8.2.5 (*Timing and Mode of Payments for Supply Cost*) for an amount equal to the Supply Cost.

“**LC Documents**” has the meaning given to that term in Section 8.2.5.5.

“**Liquidated Damages**” means collectively, the Delay Liquidated Damages and the Performance Liquidated Damages.

“**Loss**” means any loss, claim, demand, damage, liability, judgment, payment or obligation, all costs and expenses (including without limitation reasonable legal fees) related thereto and amounts in settlement in lieu thereof.

“**Minimum Credit Rating**” means, as applicable, the Acceptable International Credit Rating or the Acceptable Pakistan Credit Rating.

“**Mobilization Period**” has the meaning given to the term in Section 2.2.1.

“**Mobilization Period Insurances**” means the policies of insurance and any exhibits thereto required to be maintained by the Supplier in respect of the Mobilization Period pursuant to Section 7.21 (*Insurance*) and **Schedule K (Insurance)**.

“**Mobilization Period Requirements**” has the meaning given to the term in Section 2.2.2.

“**Net Supply Cost**” means the sum of *[insert details]* (as quoted in the Bid) being the total lump sum amounts payable by the Employer in USD to the Supplier (Supplier) for the supply and delivery of Goods.

“**Non-Compliance**” has the meaning given to that term in Section 7.10.1.

“**Non-Compliant Goods**” has the meaning given to that term in Section 5.8.2(b).

“**Order**” has the meaning given to that term in Section 5.6.1.

“**Order Date**” has the meaning given to that term in Section 5.6.1.

“**Order of Precedence**” has the meaning given to that term in Section 3.6.1.

“**Part**” or “**Parts**” means new parts (other than Spare Parts), materials, components, consumables and other goods furnished by the Supplier under this Agreement.

“**Party**” means Employer or Supplier individually and “**Parties**” means Employer and Supplier collectively.

“**Payable Amount**” has the meaning given to that term in Section 8.3.1.4.

“**Payment Date**” has the meaning given to that term in Section 8.3.1.4.

“**Payment Milestone Completion Certificate**” has the meaning given to that term in Section 8.2.2.4(a).

“**Payment Milestone Rejection Certificate**” has the meaning given to that term in Section 8.2.2.4(b).

“**Payment Milestones**” means the milestones identified in the Schedule of Payment Milestones.

“**Payment Period**” means a period of fourteen (14) days during the Term beginning at 12:00 midnight on the last day of the preceding fortnight and ending at 12:00 midnight on the last day of that fortnight.

“**Performance End Date**” means, unless terminated earlier in accordance with Section 11 (*Default and Termination*), the date of expiration of this Agreement which shall be the date on which:

- (a) the twelfth (12th) anniversary of the Commencement Date has occurred; and
- (b) the Employer has issued the Release Certificate.

“**Performance Liquidated Damages**” means the Liquidated Damages payable by the Supplier during the Operating Period for any Non-Compliance, in accordance with Section 7.10 (*Performance Liquidated Damages During Operating Period*).

“**Performance Liquidated Damages Cap**” means an amount as specified in **Schedule G** (*Key Performance Indicators*).

“**Performance Security**” means an irrevocable, unconditional and on-demand bank guarantee, denominated and payable in USD, having a Minimum Credit Rating at all

times in an amount set out in Section 9.3 (*Performance Security*), issued by a bank, having a Minimum Credit Rating at all times, in each case acceptable to the Employer, in the form set out in **Schedule E** (*Form of Performance Security*).

“**Performance Security Expiry Date**” has the meaning given to that term in Section 9.3.2.

“**Person**” or “**person**” means any natural person, corporation, Supplier, partnership, firm, voluntary association, joint venture, trust, unincorporated organisation, authority or any other entity whether acting in an individual, fiduciary or other capacity.

“**Production Buses**” means the buses to be supplied by the Supplier pursuant to the Order in accordance with the Approved Final Bus Design and Section 5.6.1.

“**Project**” means The Supply of Goods 50 Diesel Double Decker Buses (11-12m).

“**Project Insurance Policies**” means the policies of insurance and any exhibits thereto required to be maintained by the Employer and the Supplier pursuant to Section 7.21 (*Insurance*) and **Schedule K** (*Insurance*).

“**Prototype Bus**” has the meaning given to that term in Section 5.4.1.

“**Prototype Tests**” means the tests required to be carried out on the Prototype Bus as more specifically described in the Employer’s Requirements.

“**Prototype Tests Acceptance Certificate**” means the certificate issued by the Employer certifying successful completion of the Prototype Tests in accordance with Section 5.4.4.

“**Prudent Industry Practices**” means those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used in the country by experienced firms performing operations and maintenance services on projects of similar type, size, complexity and location which, in the exercise of reasonable judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice, and as are in accordance with generally accepted national standards of professional care, skill, diligence and competence applicable to operations and maintenance practices.

“**Release Certificate**” means the certificate to be issued under Section 10 (*Application for Release Certificate*) in the form attached hereto as **Schedule I** (*Release Certificate*).

“**Release Date**” means the date of issuance of the Release Certificate.

“**Relevant Documents**” has the meaning given to that term in Section 17.2.1.

“**Restoration**” has the meaning given to that term in Section 18.5.2.

“**Restoration Cost**” has the meaning given to that term in Section 18.5.2.

“**Retention Money**” means the accumulated retention moneys which the Employer retains under Section 8.2.2.2.

“**Rs**” or “**PKR**” or “**Pakistani Rupees**” means the lawful currency of Islamic Republic of Pakistan.

“**Schedule of Payment Milestones**” means the schedule set out as **Schedule R** (*Schedule of Payment Milestones*) stipulating the Payment Milestones.

“**Schedule of Delivery**” means the schedule set out as **Schedule T** (*Schedule of Delivery*) stipulating the timelines for the execution of the Supply Obligations.

“**Serial Defects**” means a substantially similar defect in the Buses, i.e., a failure showing the similar symptoms occurring in the same part or component of at least twenty percent (20%) of the Buses.

“**Serial Defects Notification Period**” means in respect of the Buses, the period commencing on the Delivery Completion Date and end on the date that is twenty-four (24) months after the Delivery Completion Date.

“**SMTA Act**” means the Sindh Mass Transit Authority Act, 2014 (as may be amended, modified, supplemented, extended or re-enacted from time to time).

“**Spare Parts**” means materials, spare parts, replacement components (including critical and specialist spare parts as well as generic parts) and other such items required for the Operations and Maintenance of the Buses.

“**Successor Supplier**” has the meaning given to that term in Section 11.7.1.

“**Supply**” means the procurement, supply and delivery of the Goods to the Delivery Point in terms of this Agreement.

“**Supply Cost**” means the sum of the Net Supply Cost and the Discounted Cost (USD).

“**Supply Documents**” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature supplied by the Supplier (through the Supplier) in respect of the Supply Obligations under this Agreement, as described in Section 5.15 (*Supply Documents*).

“**Supply Obligations**” means all obligations of the Supplier under this Agreement pertaining to the procurement and supply of the Goods, the Supply Documents, payments of damages and indemnities, the Goods Warranty Obligations and the Bus and Structure Warranty Obligations, including remedying of Defect or Deficiencies and Serial Defects,

in each case, in accordance with the Applicable Standards and the timelines stated in this Agreement.

“**Term**” has the meaning given to that term in Section 2.1.1.

“**Term Expiry Criteria**” means the term expiry criteria as set out in **Schedule H** (*Term Expiry Criteria*).

“**Termination Payment**” means the termination payment (as determined and certified by the Independent Expert) payable by the Employer under Section 11.6.1(d) and calculated in accordance with **Schedule U** (*Termination Payment*).

“**Test Location**” means the location of any testing within or outside of Pakistan, including but not limited to factories in which the Buses, or any part thereof, is being manufactured or tested.

“**Transferee**” has the meaning given to that term in Section 15.2.1.

“**Transferor**” has the meaning given to that term in Section 15.2.1.

“**Transition Period**” has the meaning given to that term in Section 11.7.1.

“**United States Dollar**”, “**USD**” or “**US\$**” means the lawful currency of the United States of America.

“**Warranty**” has the meaning given to that term in Section 12.1.1.

“**Warranty Bond**” means an irrevocable, unconditional and on-demand bank guarantee, denominated and payable in USD, having a Minimum Credit Rating issued by a bank, having a Minimum Credit Rating at all times, in each case acceptable to the Employer, in the form set out in **Schedule F** (*Form of Warranty Bond*).

“**Warranty Bond Original Expiry Date**” has the meaning given to that term in Section 9.4.2.

“**Warranty Period**” has the meaning given to that term in Section 12.2.2.

1.2. INTERPRETATION

In this Agreement:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;

- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to Sections, Exhibits, Schedules and Annexes are, unless the context otherwise requires, references to Sections, Exhibits, Schedules or Annexes to this Agreement;
- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (h) except as provided in Section 13 (*Confidential Information*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Employer to claim any benefit provided under Applicable Laws (whether in effect now or in the future);
- (i) headings shall not be taken into consideration in the interpretation of this Agreement;
- (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;
- (k) any reference to a party includes its respective successors in interest and permitted assigns, from time to time;
- (l) unless otherwise specifically provided in this Agreement, a reference to an agreement shall be a reference to that agreement as amended, re-stated, supplemented, modified or novated from time to time; and
- (m) a reference to business day(s) hereunder will be construed as a reference to a day on which banks are legally permitted to be open for business in Pakistan and, in respect of the Supplier Securities, such other jurisdictions where an issuer of one or more Supplier Securities is situated.

2. TERM

2.1. EFFECTIVE DATE AND TERM

- 2.1.1. This Agreement shall become effective on the Effective Date and unless terminated earlier in accordance with Section 11 (*Default and Termination*), shall end on the Performance End Date (the “**Term**”). This agreement shall be valid for two (2) years.

3. THE EMPLOYER

3.1. GENERAL

3.1.1. The Employer shall:

- (a) Fulfil payment and other responsibilities and obligations under this Agreement in the manner and at the time necessary to meet Supplier’s schedule and the requirements of this Agreement.
- (b) Provide reasonable assistance to the Supplier in obtaining any relevant Consents that are required to be obtained in the Supplier’s name within Pakistan.

3.2. EMPLOYER’S REPRESENTATIVE

3.2.1. As part of the Employer’s performance of its obligations under this Agreement, during the Term, the Employer shall designate for this Agreement one or more individual(s), each of whom shall function as the Employer’s single point of contact (the “**Employer’s Representative**”). The Employer’s Representative shall serve as a contact point for the Supplier for matters pertaining to this Agreement.

3.2.2. The Employer’s Representative shall carry out the duties assigned to it, and shall exercise the authority delegated to it, by the Employer. Unless and until the Employer notifies the Supplier otherwise, the Employer’s Representative shall be deemed to have the full authority of the Employer under this Agreement, except in respect of Section 11.2 (*Termination for Supplier’s Default*) or any right to amend this Agreement. Notwithstanding the appointment of the Employer’s Representative with power to monitor and supervise the progress of the Supplier, the Supplier shall remain fully

responsible for its obligations under this Agreement and knowledge of the Employer's Representative of any activities of the Supplier will not have the effect of absolving the Supplier of its obligations or liabilities under this Agreement.

- 3.2.3. The Employer may also utilize other Employer's personnel and performance support methods in connection with performance of this Agreement including with respect to any approval functions of the Employer under this Agreement and for such purposes the Employer's personnel shall be deemed to be acting as an Employer's Representative.
- 3.2.4. The Employer's Representative may change from time to time during the Term of this Agreement, provided that the Employer shall have an individual at all times serving such a role regardless of the specific individual or job title used and provided further that the Employer shall provide prior written notice of any such changes.
- 3.2.5. The Employer may involve the Independent Expert engaged by the Employer in respect of the Project. The Independent Expert shall be empowered by the Employer to:
 - (a) carry out any approval functions of the Employer under this Agreement; and
 - (b) validate any technical and financial matters as specified by the Employer, and for such purposes the Independent Expert shall be deemed to be acting as an Employer's Representative.

Furthermore, for the purposes of Section 3.2.5(a) and (b) above, the Independent Expert shall have access to the Covered Assets and all related information, documentation etc, and its determinations shall be binding on the Supplier.

- 3.2.6. In the event any dispute arises between the Parties with regard to any advice, instruction, decision, direction and/or award of the Independent Expert, then such dispute shall be referred for dispute resolution in accordance with Section 21 (*Dispute Resolution*).

3.3. EMPLOYER'S INSTRUCTIONS

- 3.3.1 The Supplier shall comply with written instructions given by the Employer and/or the Employer's Representative, from time to time in relation to the performance of the Supplier's Obligations (the "**Employer's Instructions**"). The manner for implementation of the Employer's Instructions will be determined by the Supplier following consultation with the Employer's Representative, provided at all times, the Applicable Standards are complied with.

- 3.3.1. The notice shall be given as soon as practicable after the Employer becomes aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Warranty Period shall be given before the expiry of such period.

3.4. DETERMINATIONS

- 3.4.1. Whenever this Agreement provides that the Employer shall proceed in accordance with this Section 3.5 (*Determinations*) to agree or determine any matter, the Employer shall consult with the Supplier in an endeavour to reach agreement. If agreement is not reached within a period of ten (10) days, the Employer shall make a fair determination in accordance with this Agreement, taking due regard of all relevant circumstances.
- 3.4.2. The Employer or the Employer's Representative shall give notice to the Supplier of each agreement or determination, with supporting particulars. If the Supplier disagrees with such determination, the Supplier shall give notice, to the Employer, of its dissatisfaction with a determination within fourteen (14) days of receiving it. Either Party may then refer the Dispute for dispute resolution in accordance with Section 21 (*Dispute Resolution*).

3.5. ORDER OF PRECEDENCE

- 3.6.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity, discrepancy or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply (the "**Order of Precedence**"):
- (a) any amendment or modification to this Agreement, made by both Parties after the Effective Date of this Agreement;
 - (b) this Agreement (excluding the Schedules, Exhibits and Annexures);
 - (c) the Schedules (together with their Exhibits and Annexures).

4. THE SUPPLIER'S GENERAL OBLIGATIONS

4.1. GENERAL OBLIGATION REGARDING SUPPLY

- 4.2.1 In consideration of the payments of the Supply Cost, the Supplier hereby covenants with the Employer:
- (a) to design a Prototype Bus in accordance with the Applicable Standards.
 - (b) to manufacture and produce Prototype Bus in accordance with the Approved Detailed Bus Design;
 - (c) following issuance of the Prototype Tests Acceptance Certificate, to manufacture and produce or cause to be manufactured and produced the

Production Buses in accordance with the Approved Final Bus Design under Section 5.6 (*Manufacture of Buses*);

- (d) to supply the Buses to the Employer in accordance with the Schedule of Delivery by the Scheduled Commencement Date;
- (e) to supply Spare Parts to the Employer in accordance with Section 7.16 (*Training and Supply of Spare Parts*);
- (f) to remedy any Defects or Deficiencies or any Serial Defects in the Buses; and
- (g) to be responsible for the Supply Obligations, which shall be performed so as to meet the Applicable Standards.

4.2. OTHER OBLIGATIONS

- 4.2.1. Any data or information received by the Supplier, from the Employer or otherwise, shall not relieve the Supplier from its responsibility for execution and performance of the Supplier's Obligations and shall not result in any increase in the Bus Cost.
- 4.2.2. The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's Requirements as originally included in this Agreement and shall not be deemed to have given any representation of accuracy or completeness of any data or information.
- 4.2.3. The Supplier shall supply the Goods and provide the Supply Documents required in and for the Supply Obligations and remedying (free of cost) of any Defects or Deficiencies or Serial Defects.
- 4.2.4. The Employer's Requirements shall be deemed to include all specifications and requirements relating to the Supplier's Obligations that are necessary to satisfy the Employer's Requirements, or implied by this Agreement or specifications which (although not mentioned in this Agreement) are necessary for stability or safe and proper operations and maintenance of the Covered Assets and to ensure that the Supplier's Obligations meet the Applicable Standards.
- 4.2.5. The Supplier shall be responsible for the adequacy, stability, safety and performance of the Supplier's Obligations.
- 4.2.6. The Supplier shall, whenever required by the Employer, submit details of the arrangements and methods which the Supplier proposes to adopt in carrying out the

Supplier's Obligations. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer.

- 4.2.7. No review, non-objection, or approval by the Employer of any agreement, document, instrument, plan, drawing, specification or design proposed by the Supplier (including the Sub-Supplier and/or its Sub-Contractors) shall relieve the Supplier from any liability that it would otherwise have had for its negligence or default in the preparation of such agreement, document, instrument, plan, drawing, specification or design or failure to comply with Applicable Standards or to satisfy the Supplier's Obligations under this Agreement, except as otherwise specified in this Agreement. The Employer is not liable to the Supplier (including the Sub-Contractor and/ or the Sub-Supplier) or any other person by reason of its review, non-objection, or approval of any agreement, document, instrument, plan, drawing, specification, or design, except as otherwise specified in this Agreement.
- 4.2.8. If the Supplier becomes aware of a conflict between the Applicable Standards and other requirements set out in this Agreement, then the Supplier shall promptly notify the Employer and the Parties shall discuss in good faith and agree the manner in which the Supplier should execute and perform the Supplier's Obligations, provided that the Employer shall not be entitled to require the Supplier to act in breach of any Applicable Laws.

4.3. SUPPLIER'S REPRESENTATIVE

- 4.3.1. As part of the Supplier's performance of its obligations under this Agreement, during the Term, the Supplier shall designate one or more individual(s), each of whom shall function as the Supplier's single point of contact (the "**Supplier's Representative**"). The Supplier's Representative shall serve as a contact point to the Employer for matters pertaining to this Agreement. The Supplier may also utilize other Supplier's personnel and performance support methods in connection with performance of this Agreement.
- 4.3.2. The Supplier's Representative may change from time to time during the Term, provided that the Supplier shall have an individual at all times serving such a role regardless of the specific individual or job title used. The Supplier shall not replace Supplier's Representative without prior intimation to the Employer provided that prior to replacement of the outgoing Supplier's Representative, the Parties shall meet to address and minute any matters relating to the outgoing Supplier's Representative's activities in the Project.
- 4.3.3. The Supplier's Representative shall be an experienced and capable person and a full time employee of the Supplier dedicated to directing the execution and performance of the Supplier's Obligations and shall be available at all times.
- 4.3.4. The Supplier shall be fully and solely responsible to the Employer for any act, omission or error of the Supplier's Representative and other personnel as if they were an act, error

or omission of the Supplier. The Supplier shall procure that the Supplier's Representative provides copies to the Supplier of all communications given or received by it in accordance with this Agreement.

4.4. SUPPLIER'S LOCAL AGENT

- 4.4.1. The Supplier's Local agent in Pakistan shall be permanently deployed till the issuance of the final release certificate.
- 4.4.2. The Supplier shall delegate to the supplier's local agent, in full or in part, any portion of the services (in relation to maintenance of the services).
- 4.4.3. The Supplier's shall be responsible for observance by the suppliers local agent of (as may be applicable or necessary) all the provisions of this contract. The Supplier's shall be responsible for the acts or defaults of the supplier's local agent as fully as if they were the acts or default of the supplier. Any delegation of the supplier's local agent by the supplier or any portion of the services shall not release or discharge the supplier of any of its responsibilities or obligations under the contract.
- 4.4.4. The Supplier shall not, for the duration of the contract, revoke the appointment of the supplier local agent or appoint a replacement.
- 4.4.5. The Supplier local agent shall, on behalf of the supplier, receive instruction under clause (instructions).
- 4.4.6. The Supplier's local agent may not delegate any powers, functions and authority to any person.

4.5. SUB SUPPLIER AND VENDORS

- 4.5.1. The Supplier shall not subcontract the whole of the Supplier's Obligations.

Unless otherwise stated in this Contract:

(i) the Supplier shall be required to obtain consent for performance of part of the Supplier's Obligations by the Sub-suppliers (as applicable) If the Supplier proposes any change to a Sub-supplier, the Employer's consent shall be required and it shall be the sole judgment of the Employer' Representative to approve or reject the proposed Sub-supplier.

(ii) in relation to (i) above, while appointing any Sub-supplier by the Supplier, the Supplier shall notify the Employer's Representative twenty-eight (28) days in advance and in case the Employer has any reservation regarding such Sub-supplier, it shall inform the Supplier.

(b) The Supplier shall be responsible for observance by all Sub-suppliers of all the provisions of this Contract. The Supplier shall be responsible for the acts or defaults of any Sub-supplier, his agents or employees, as fully as if they were the acts or defaults of the Supplier, his agents or

employees. Any subcontracting by the Supplier of any portion of the Supplier's Obligations shall not release or discharge the Supplier of any of its responsibilities or obligations under this Contract. Any Sub-supplier warranties extending beyond the Warranty Period. (or any longer applicable period agreed to by the Supplier) shall automatically be assigned to the Employer. The Supplier shall ensure that all subcontract agreements and purchase orders contain a provision, providing for assignment of such subcontracts or purchase orders to the Employer in the event of termination of the Supplier's employment pursuant to the terms of Clause (Termination by Employer). Such assignment will be at the discretion of the Employer, in accordance with the terms of Clause (Assignment), and at no cost to the Employer.

4.6. UNFORESEEABLE DIFFICULTIES

4.6.1. Except as otherwise stated in this Agreement:

- (a) the Supplier shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect the Supplier's Obligations;
- (b) by signing this Agreement, the Supplier accepts total responsibility and risk for having foreseen all difficulties and costs of successfully completing the Supplier's Obligations; and
- (c) the Bus Supply cost shall not be adjusted to take account of any unforeseen difficulties or costs.

4.7. CONSENTS

4.8.1 During the Term, the Supplier will obtain and maintain, at its own cost and expense, all Consents. The Supplier will obtain all Consents within a reasonable time taking into account the Applicable Standards and the timelines for performance of its obligations under this Agreement.

4.8.2 Within five (5) days of the Effective Date, the Supplier shall provide to the Employer a list of all Consents, clearly designating the issuing agency and the dates of issuance and expiration of all Consents, a copy of all permits, licenses, and approvals already issued and maintained by the Supplier and the Supplier's schedule for obtaining or renewing all Consents.

4.8. CHANGE IN COMPLETE CONTROL

4.9.1 The Supplier shall not undertake or permit and hereby undertakes to procure that the Sponsor does not undertake or permit any Change In Complete Control until the expiry of the Term, unless such Change In Complete Control:

- (a) is required by any Applicable Laws or by the operation of the Applicable Laws

or by order of a court, tribunal or government authority with appropriate jurisdiction; or

- (b) is affected with the prior written approval of the Employer (subject to the receipt of necessary consents, permits or approvals and otherwise complying with all requirements under the Applicable Laws and terms of any contracts, licences, permits etc., applicable to the Supplier).

5. SUPPLY FURTHER OBLIGATIONS

5.1 MANNER OF EXECUTION

5.1.1 The Supplier shall carry out or cause to be carried out the design, production and manufacture of the Buses:

- (a) in the manner specified in the Applicable Standards; and
- (b) with properly equipped facilities and non-hazardous materials.

5.1.2 The Supplier shall supply the Buses and deliver the same to the Delivery Point, in accordance with the Applicable Standards, provided that the Supplier shall be responsible for the acts, omissions, failure to perform or defaults of any Sub-Supplier, its agents or employees, as fully as if they were the acts, omissions or defaults of the Supplier, its agents or employees.

5.2 CONCEPT BUS DESIGN

5.2.1 The Supplier shall within ten (10) days following the Effective Date, submit the concept design for the Buses (prepared in accordance with the Applicable Standards) to the Employer for approval (“**Concept Bus Design**”). The Supplier shall prepare this design by hiring a traffic and transportation engineering consultant prior to the commencement of project.

5.2.2 Within ten (10) days of receipt, the Employer shall review the Concept Bus Design and shall either:

- (a) approve the Concept Bus Design (the “**Approved Concept Bus Design**”); or
- (b) reject the Concept Bus Design and convey its comments/observations (if any) to the Supplier.

5.2.3 In the event no approval or objections to the Concept Bus Design is granted in accordance with Section 5.2.2, the Concept Bus Design shall be deemed to be approved by the Employer.

5.2.4 The Supplier shall promptly (at its own cost and expense) re-submit the revised Concept

Bus Design, no later than ten (10) days from receipt of the aforesaid observations under Section 5.2.2(b), and the approval process under this Section 5.2 (*Concept Bus Design*) shall be repeated.

5.3 DETAILED BUS DESIGN

5.3.1 The Supplier shall within ten (10) days of the Approved Concept Bus Design being approved by the Employer, submit its detailed design for the Bus (prepared in accordance with the Applicable Standards) to the Employer for approval (“**Detailed Bus Design**”).

5.3.2 Within ten (10) days of receipt, the Employer shall review the Detailed Bus Design and shall either:

- (a) approve the Detailed Bus Design (the “**Approved Detailed Bus Design**”); or
- (b) reject the Detailed Bus Design and convey its comments/observations (if any) to the Supplier.

5.3.3 In the event no approval or objections to the Detailed Bus Design is granted in accordance with Section 5.3.2(b), the Detailed Bus Design shall be deemed to be approved by the Employer.

5.3.4 The Supplier shall promptly (at its own cost and expense) re-submit the revised Detailed Bus Design, no later than ten (10) days from receipt of the aforesaid observations under Section 5.3.2(b), and the approval process under this Section 5.3 (*Detailed Bus Design*) shall be repeated.

5.4 PROTOTYPE TESTS

5.4.1 Within thirty (30) days of the Approved Detailed Bus Design being approved by the Employer, the Supplier shall: (i) ensure that a prototype bus is manufactured based on such Approved Detailed Bus Design (the “**Prototype Bus**”); and (ii) carry out or cause to be carried out, the Prototype Tests on such Prototype Bus at the Test Location.

5.4.2 The Supplier shall provide all documentation and other information necessary for Prototype Tests and such assistance, driving tracks, labor, materials, stores, apparatus and instruments at the Test Location as are necessary to carry out such Prototype Tests efficiently.

5.4.3 The Supplier shall give (at Supplier’s cost) the Third Party Expert and the Employer’s Representative(s) two (2) weeks’ preliminary notice of the time and Test Location for the testing of the Prototype Bus. The Third Party Expert and the Employer’s Representative(s) shall be entitled to be present at the aforementioned Test Location for testing of the Prototype Bus.

5.4.4 Following successful completion of the Prototype Tests and issuance of the Third Party

Expert's report on completion of the Prototype Tests, a certificate shall be issued by the Employer certifying the successful completion of the Prototype Tests ("**Prototype Tests Acceptance Certificate**"). It is hereby clarified that the Prototype Tests Acceptance Certificate shall only be considered issued for purposes of this Agreement after being countersigned by the Third Party Expert.

- 5.4.5 If while testing, the Prototype Bus or part thereof is found to be defective or otherwise not in accordance with this Agreement, the Employer may reject the Prototype Bus by giving notice to the Supplier, with reasons. The Supplier shall then promptly and in any case within two (2) days (or otherwise agreed with the Employer) make good the defects and ensure that the rejected item complies with this Agreement. Any such defects shall be remedied by the Supplier, at its sole cost and risk, without any extension to the timelines set out in the Schedule of Delivery.
- 5.4.6 If the Employer requires the Prototype Bus to be retested, the tests shall be repeated under the same terms and conditions.
- 5.4.7 The Supplier shall bear all fees, costs and expenses incurred (whether inside or outside Pakistan) for the purposes of attendance by Employer's Representative(s) (not exceeding a team of seven (7) persons) of the Prototype Tests. All living expenses, transport expenses and medical insurance of the Employer's Representatives shall be covered by the Supplier including (where Test Location is outside Pakistan) round trip economy air tickets to and from Pakistan. The Supplier shall facilitate the procurement of visas of the Employer's Representatives.
- 5.4.8 The Supplier shall also forward to the Employer's Representative duly certified reports of the Prototype Tests and copies of the data upon which the reports were based.
- 5.4.9 During the Prototype Tests, the Employer's Representative's presence, inspection, examination, approval or similar act by the Employer's Representative (including the absence of disapproval) shall not relieve the Supplier from any of its duties, responsibilities or obligations under this Agreement.
- 5.4.10 Following issuance of the Prototype Tests Acceptance Certificate in respect thereof the Prototype Bus shall be delivered to the Delivery Point as part of the Batch of Goods and shall form part of the fleet being procured for the Project.

5.5 FINAL BUS DESIGN

- 5.5.1 The Supplier shall within ten (10) days of issuance of the Prototype Tests Acceptance Certificate, submit its final detailed design for the bus to the Employer for approval ("**Final Bus Design**").
- 5.5.2 Within ten (10) days of receipt, the Employer shall review the Final Bus Design and shall either:

- (a) approve the Final Bus Design (the “**Approved Final Bus Design**”); or
 - (b) reject the Final Bus Design and convey its comments/observations (if any) to the Supplier.
- 5.5.3 In the event no approval or objections to the Final Bus Design is granted in accordance with Section 5.5.2(b), the Final Bus Design shall be deemed to be approved by the Employer.
- 5.5.4 The Supplier shall promptly (at its own cost and expense) re-submit the revised Final Bus Design, no later than ten (10) days from receipt of the aforesaid observations under Section 5.5.2(b), and the approval process under this Section 5.5 (*Final Bus Design*) shall be repeated.

5.6 MANUFACTURE OF BUSES

- 5.6.1 Following issuance of the Approved Final Bus Design, the Employer shall submit an order for the Production Buses as specified in the Employer’s Requirements (the “**Order**”) on the order date (the “**Order Date**”) to the Supplier to commence or cause to commence manufacturing of the Production Buses in accordance with the Approved Final Bus Design. The Supplier shall ensure timely manufacturing of the Production Buses so that the same are delivered by the Scheduled Commencement Date.
- 5.6.2 Not Used.
- 5.6.3 The Employer’s Personnel shall at all reasonable times:
- (a) have full access to all places where the Prototype Bus and Production Buses are being manufactured; and
 - (b) during design, production and manufacture be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the production and manufacture of the Prototype Bus and Production Buses.
- 5.6.4 The Supplier shall give the Employer’s Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Supplier from any obligation or responsibility.

5.7 OWNERSHIP OF GOODS

- 5.7.1 All Goods shall be imported in the name of the Employer. Each of the Goods shall, to the extent consistent with the Applicable Laws, become the property of the Employer upon the earlier of: (i) receipt of full payment against the same; or (ii) issuance of bill of lading for the Goods.
- 5.7.2 The Supplier warrants good title to all Goods and all parts thereof and to other tools,

equipment, documents, materials and supplies furnished by the Supplier or their agents. The Supplier further guarantees that such title, when it passes to and vests in the Employer as described in this Section 5.7 (*Ownership of Goods*), will be free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of the Supplier, or employees or representatives of either.

- 5.7.3 The Supplier shall have care, custody and control of, and shall bear the risk of physical loss and/or damage with respect to the Goods until delivery of the same at the Delivery Point and the issuance of the Certificate of Compliance in respect of the Batch of Goods.

5.8 INSPECTION AND ISSUANCE OF TPE CERTIFICATE OF COMPLIANCE

- 5.8.1 Prior to dispatch of the Batch of Goods, the Third Party Expert shall inspect such shipment of the Batch of Goods including: (i) Prototype Bus, to ensure that the bus being delivered is the same in respect of which the Prototype Tests Acceptance Certificate has been issued; (ii) Production Buses, to ensure that each Bus conforms with the Approved Final Bus Design; (iii) Spare Parts, to ensure that the Spare Parts meet the Applicable Standards; and (iv) set of tools and diagnostic equipment, to ensure that the tools and diagnostic equipment meets the Applicable Standards.

- 5.8.2 Following inspection of each Batch of Goods, the Third Party Expert shall either:

- (a) issue certificate of compliance in respect of the Batch of Goods delivered, verifying that each of the Goods is in compliance with the requirements or standards prescribed under this Agreement including as specified under Section 5.8.1 (the “**TPE Certificate of Compliance**”); or
 - (b) issue certificate of rejection in respect of the Batch of Goods delivered, if the Third Party Expert determines (along with providing the reasons for rejection) that any of the Goods in the Batch of Goods is found to have any Defect or Deficiencies (“**Non-Compliant Goods**”) (the “**TPE Certificate of Rejection**”).
- 5.8.3 In the event of issuance of a TPE Certificate of Rejection, the Supplier shall remedy, replace, modify or make good any Defect or Deficiencies in the Non-Compliant Goods within fourteen (14) days (or such other number of days agreed between the Parties). Thereafter, the inspection procedure set out in this Section 5.8 (*Inspection and Issuance of TPE Certificate of Compliance*) shall be repeated for the Non-Compliant Goods and the TPE Certificate of Compliance shall be issued once all Goods in the Batch of Goods are accepted in accordance with Section 5.8.2(a).
- 5.8.4 Any Defect or Deficiencies in the Non-Compliant Goods shall be remedied by the Supplier, at its sole cost and risk, without any extension for delay in achieving the Delivery Completion Date on or before the Scheduled Commencement Date.

5.9 INSPECTION AND ISSUANCE OF CERTIFICATE OF COMPLIANCE

- 5.9.1 Upon delivery of the Batch of Goods at the Delivery Point, the Employer shall inspect such shipment of the Batch of Goods including: (i) Prototype Bus, to ensure that the bus being delivered is the same in respect of which the Prototype Tests Acceptance Certificate has been issued; (ii) Production Buses, to ensure that each bus conforms with the Approved Final Bus Design; (iii) Spare Parts, to ensure that the Spare Parts meet the Applicable Standards; and (iv) set of tools and diagnostic equipment, to ensure that the tools and diagnostic equipment meets the Applicable Standards.
- 5.9.2 Following inspection of each Batch of Goods, the Employer shall either:
- (a) issue certificate of compliance in respect of the entire Batch of Goods delivered, verifying that each of the Goods is in compliance with the requirements or standards prescribed under this Agreement including as specified under Section 5.9.1 (the “**Certificate of Compliance**”); or
 - (b) issue certificate of rejection in respect of the entire Batch of Goods delivered, if the Employer determines (along with providing the reasons for rejection) that any of the Goods in the Batch of Goods is found to have any Defect or Deficiencies (“**Defective Goods**”) (the “**Certificate of Rejection**”).
- 5.9.3 In the event of issuance of a Certificate of Rejection, the Supplier shall remedy, replace, modify or make good any Defect or Deficiencies in the Defective Goods within fourteen (14) days (or such other number of days agreed between the Parties). Thereafter, the inspection procedure set out in this Section 5.9 (*Inspection and Issuance of Certificate of Compliance*) shall be repeated for the Defective Goods and the Certificate of Compliance shall be issued once all Goods in the Batch of Goods are accepted in accordance with Section 5.9.2(a).
- 5.9.4 Any Defect or Deficiencies in the Defective Goods shall be remedied by the Supplier, at its sole cost and risk, without any extension for delay in achieving the Delivery Completion Date on or before the Scheduled Commencement Date.

5.10 QUALITY ASSURANCE

- 5.10.1 The Supplier shall institute a quality assurance system to demonstrate compliance with the requirements of this Agreement. The system shall be in accordance with the details stated in this Agreement and shall:
- (a) demonstrate both recognition of the quality requirements of this Agreement and an organized approach to satisfy these requirements including the Applicable Standards;
 - (b) provide that quality requirements are determined and satisfied throughout all

phases of performance of the Supply Obligations including as applicable design, purchasing, assembly, inspection, testing, delivery, storage and systems checks;

- (c) provide for the early and prompt detection of actual or potential deficiencies including Defects or Deficiencies, trends or conditions which could result in unsatisfactory quality and for timely and effective corrective action.

5.10.2 The Employer shall be entitled to audit any aspect of the system.

5.10.3 Compliance with the quality assurance system shall not relieve the Supplier of any of its duties, obligations or responsibilities under this Agreement.

5.11 TRANSPORT OF THE GOODS

5.11.1 The Supplier shall give the Employer not less than fourteen (14) days' notice of the date on which the Goods will be exported to Pakistan.

5.11.2 The Supplier shall be responsible for packing, loading, transporting all Goods and other things required to comply with the Supply Obligations.

5.11.3 The Goods shall be delivered by the Supplier to the Delivery Point.

5.12 SCHEDULE OF DELIVERY AND SCHEDULED COMMENCEMENT DATE

5.12.1 The Supplier shall ensure that:

- (a) the delivery of the Goods is in accordance with the Schedule of Delivery; and
- (b) the Batch of Goods are delivered on or before the Scheduled Commencement Date.

5.13 NOT USED

5.14 CARE AND SUPPLY OF SUPPLY DOCUMENTS

5.14.1 Each of the Supply Documents shall be in the custody and care of the Supplier, unless and until taken over by the Employer. Unless otherwise stated in this Agreement, the Supplier shall supply to the Employer six (6) copies of each of the Supply Documents within five (5) days of the Approved Final Bus Design being approved by the Employer.

5.14.2 The Supplier shall deliver to the Employer a copy of all publications referenced in the Employer's Requirements and the Supply Documents and shall maintain other communications given under this Agreement.

5.14.3 If a Party becomes aware of an error or defect of a technical nature in a document which was prepared for use under this Agreement, the Party shall promptly give notice to the

other Party of such error or defect.

5.15 SUPPLY DOCUMENTS

- 5.15.1 The Supply Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and Applicable Standards.
- 5.15.2 The Supplier shall prepare Supply Documents (including any other documents necessary to instruct the Supplier's Personnel), in English and in sufficient detail to satisfy the requirements of the Project.
- 5.15.3 If the Employer's Requirements describe the Supply Documents which are to be submitted to the Employer for review, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this Section: (i) "*review period*" means the period required by the Employer for review; and (ii) "*Supply Documents*" exclude any documents which are specified as not being required to be submitted for review.
- 5.15.4 Unless otherwise stated in this Agreement or the Employer's Requirements, each review period shall not exceed twenty (20) days, calculated from the date on which the Employer receives the Supply Documents and the Supplier's notice. This notice shall state that the Supply Document is considered ready, both for review in accordance with this Section and for use. The notice shall also state that the Supply Document complies with this Agreement, or the extent to which it does not comply.
- 5.15.5 The Employer may, within the review period, give notice to the Supplier that a Supply Document fails (to the extent stated) to comply with this Agreement. If a Supply Document so fails to comply, it shall be rectified, resubmitted in a complete form as per the requirements of the Employer (as applicable) and reviewed in accordance with this Section, at the Supplier's cost. In case of any resubmission, the review by the Employer shall be completed within twenty (20) days and thereafter all reviews of any subsequent resubmissions shall be completed by the Employer within fifteen (15) days.
- 5.15.6 For each part of the Supply, and except to the extent that the Parties otherwise agree:
- (a) execution of such part of the Supply Obligations shall not commence prior to the expiry of the review periods for all the Supply Documents which are relevant to its execution;
 - (b) execution of such part of the Supply Obligations shall be in accordance with these Supply Documents, as submitted for review; and
 - (c) if the Supplier wishes to modify any document which has previously been submitted for review, the Supplier shall immediately give notice to the

Employer. Thereafter, the Supplier shall submit revised documents to the Employer in accordance with the above procedure.

- 5.15.7 Any such agreement (under Section 5.15.6 above) or any review (under this Section or otherwise) shall not relieve the Supplier from any obligation or responsibility.

5.16 TECHNICAL STANDARDS AND REGULATIONS

- 5.16.1 The Supply Documents, the execution and the completion of Supply Obligations shall comply with and be in accordance with Applicable Standards, standards for environmental laws, applicable laws from the country of origin of the Goods, the Consents and other standards specified in the Employer's Requirements, applicable to the Supply Obligations, or defined by the Applicable Laws.

5.17 ERRORS IN SUPPLY DOCUMENTS

- 5.17.1 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Supply Documents, then the Supply Documents and the Supply Obligations shall be corrected at the Supplier's cost, notwithstanding any consent or approval previously granted under this Agreement.

5.18 EMPLOYER'S USE OF SUPPLY DOCUMENTS

- 5.18.1 As between the Parties, the Supplier shall retain the copyright and other intellectual property rights in the Supply Documents made by (or on behalf of) the Supplier.
- 5.18.2 The Supplier shall grants a non-terminable transferable non-exclusive royalty-free licence in favour of the Employer to use the Supplier technology and know-how (including the use of the Goods) to copy, use and communicate the Supply Documents, including making and using modifications of them. This licence shall:
- (a) apply throughout the actual or intended working life (whichever is longer) of the Goods and authorize the Employer, as applicable, rights to use relevant patents, licenses and all such other similar rights which are required for operating, completing, maintaining, altering, adjusting, financing and repairing the relevant parts of the Buses;
 - (b) entitle any person in proper possession of the Goods to copy, use and communicate the Supply Documents for the purposes of operating, maintaining, altering, adjusting and repairing the Buses;
 - (c) in the case of Supply Documents which are in the form of computer programs and other software, permit their use on any computer and other places as envisaged by this Agreement, including replacements of any computers supplied by the Supplier; and

- (d) continue to be in full force and effect notwithstanding cancellation or termination of this Agreement for whatever reason.

5.19 SUPPLIER'S USE OF EMPLOYER'S DOCUMENTS

- 5.19.1 As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Supplier may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement.
- 5.19.2 Such documents shall not, without the Employer's consent, be copied, used or communicated to a third-party by the Supplier, except as necessary for the purposes of this Agreement.

5.20 SUPPLIER'S CARE OF THE GOODS

- 5.20.1 The Supplier shall take full responsibility for the care of the Goods from the Order Date until the expiry of the Term.
- 5.20.2 If there is any loss or damage to the Goods or the Supplier's Documents during the period when the Supplier is responsible for their care, the Supplier shall rectify the loss or damage at the Supplier's risk and cost, so that the Goods and Supplier Documents conform with the requirements of this Agreement.

6. BUS SUPPLY PAYMENT TERMS

8.1 ADVANCE PAYMENT

- 8.1.1 Subject to Section 8.1.3, the amount of the Advance Payment shall be amortised proportionately against amounts recovered through interim applications for payment throughout the progress of the Supply, starting with the first Interim Payment after the Order Date. The currency shall be the same as the Supply Cost.
- 8.1.2 Subject to receipt of the Advance Payment Security, the Employer shall pay the Advance Payment within ten (10) days from the opening of the Letter of Credit.
- 8.1.3 The Advance Payment shall be adjusted through proportional deductions from the first, second and third Interim Payments of the Supply Cost payable for the relevant Payment Milestones. The Advance Payment forms part of the Supply Cost and is not an additional amount to the Supply Cost.

8.2 SUPPLY COST

- 8.2.1 The Supply Cost shall be payable as full and complete compensation for the Supply Obligations, subject only to adjustments in accordance with this Agreement, and payable

in accordance with the terms of this Agreement. No payment to be made to the Supplier and / or the Sub-Supplier hereunder shall be deemed to constitute acceptance or approval of the Supply Obligations or any part thereof by the Employer and shall in no manner prejudice the Employer's right to dispute completion of the relevant Payment Milestone for which payment has been made. The Employer shall be responsible for the Net Supply Cost and the Discount Cost (USD) shall be funded by the Supplier in accordance with Section 4.13 (*Discounted Cost*).

8.2.2 The Supply Cost shall be payable for Supply of the Goods. The Supply Cost shall be invoiced and paid in accordance with Section 8.2.5 (*Timing and Mode of Payment for Supply Cost*).

8.2.3 **Payment of Supply Cost**

The payments in respect of the Supply Cost shall be made by the Employer directly to the Supplier through the Letter of Credit; provided that, the Supplier shall be solely responsible for the submission of the relevant documents (and completion of such documents) required for the release of Supply Cost payments under the Letter of Credit.

8.2.4 **Application for Interim Payments for Supply Cost**

8.2.4.1 The Supply Cost shall be paid following completion of each Payment Milestone (or part thereof) specified in the Schedule of Payment Milestones in accordance with this Agreement.

8.2.4.2 The Employer shall deduct and retain an amount of two percent (2%) from every approved Statement as "Retention Money" (as specified in the Schedule of Payment Milestones) until the aggregate Retention Money reaches two percent (2%) of the Supply Cost.

8.2.4.3 The Supplier shall ensure that the Supplier submits a maximum of two (2) Statements, in one (1) original each and five (5) copies each to the Employer's Representative during each month, in a form approved by the Employer's Representative, setting out the relevant Payment Milestone(s) (or part thereof) that has been completed and the details of the amounts to which the Supplier is entitled together with supporting documents including:

- (a) the Supply Cost to be paid against the Payment Milestone(s) (or part thereof) completed;
- (b) where payment relates to amount due under the Letter of Credit the Supplier shall ensure that the Supplier also provides the LC Documents;
- (c) any amounts to be deducted for the Advance Payment and adjustments in accordance with Section 8.1 (*Advance Payment*);

- (d) the amount to be retained from every approved Statement as Retention Money;
- (e) any other additions or deductions which may have become due in accordance with this Agreement or otherwise, including those under Section 21 (*Dispute Resolution*); and
- (f) the deduction of amounts included in previous Statements, if any.

Each Statement shall be signed, verified and confirmed by the Supplier prior to being submitted to the Employer.

8.2.4.4 Following completion or satisfaction of the Supply relating to the completed Payment Milestone, the Employer shall either:

- (a) certify and approve the completion of the Supply relating to the completed Payment Milestone, in which case it shall issue its certificate of approval to the Supplier, stating that the Payment Milestone has been completed and setting out each part of the Supply completed (the “**Payment Milestone Completion Certificate**”); or
- (b) reject the completion of the Supply relating to the relevant Payment Milestone, in which case it shall issue its certificate of rejection to the Supplier, stating that the Payment Milestone has been rejected and setting out each part of the Supply rejected (the “**Payment Milestone Rejection Certificate**”) along with the reasons for rejection.

8.2.4.5 In the event of issuance of a Payment Milestone Rejection Certificate, the Supplier shall ensure that the relevant part of Supply relating to subject Payment Milestone is completed / reworked / modified and following such completion, the procedure set out in this Section 8.2.2 (*Application for Interim Payments for Supply Cost*) shall be repeated.

8.2.5 Interim Payments for Supply Cost

8.2.5.1 After the Payment Milestone Completion Certificate has been issued by the Employer’s Representative, the Supplier shall submit: (i) the Statement; (ii) the supporting information submitted to the Employer’s Representative pursuant to Section 8.2.2 (*Application for Interim Payments for Supply Cost*); and (iii) the Payment Milestone Completion Certificate, all in six (6) copies to the Employer.

8.2.5.2 Payments due shall not be withheld, except that:

- (a) if any of the obligations relating to the Supply including anything supplied or work done by the Supplier is not in accordance with this Agreement, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

- (b) if the Supplier was or is failing to perform any obligations relating to the Supply or other obligations in accordance with this Agreement, and had been so notified by the Employer, the value of such work or obligation may be withheld until the said work or obligation has been performed.

8.2.5.3 The Employer may, by any payment, make any correction or modification that should properly be made to any amount previously considered due. Payment shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction.

8.2.6 **Schedule of Payment Milestones**

The Schedule of Payment Milestones and the amount of Supply Cost corresponding to each Payment Milestone, which amount is subject to adjustments pursuant to this Agreement (including Section 8.2.2 (*Application for Interim Payments for Supply Cost*) above) is set forth in the Schedule of Payment Milestones.

8.2.7 **Timing and Mode of Payments for Supply Cost**

8.2.7.1 The Supply Cost to be paid by the Employer in terms of this Agreement shall cover and include:

- (a) The amount which is due in respect of each Statement, other than the Final Statement, within thirty (30) days after receiving the Statement, the supporting information submitted to the Employer's Representative pursuant to Section 8.2.2 (*Application for Interim Payments for Supply Cost*) and the Payment Milestone Completion Certificate.
- (b) The amount due in respect of the Final Statement, within thirty (30) days after receiving the Statement, the supporting information submitted to the Employer's Representative pursuant to Section 8.2.2 (*Application for Interim Payments for Supply Cost*) and the Payment Milestone Completion Certificate and the written discharge from the Supplier (on its behalf and on behalf of the Sub-Supplier) in connection with Section 8.2.6 (*Application For Final Payment for Supply Cost*) and Section 8.2.7 (*Final Payment and Discharge for Supply Cost*).

8.2.7.2 Payments of the Supply Cost shall be made for all Goods in USD under the Letter of Credit. The Letter of Credit shall be established by the Employer within forty five (45) days after the Effective Date, provided the Supplier has:

- (a) deposited the Discounted Cost (PKR) and the Upfront Contingency Amount into the Contingency Account in accordance with Section 4.13 (*Discounted Cost*); and
- (b) delivered to the Employer the Advance Payment Security in accordance with Section 9.1 (*Advance Payment Security*) and the Performance Security in

accordance with Section 9.3 (*Performance Security*).

8.2.7.3 Not Used.

8.2.7.4 All claims under the Letter of Credit and payments in respect of the same through the Letter of Credit shall be in accordance with this Agreement.

8.2.7.5 No payment under the Letter of Credit shall be made, unless the following documents have been submitted by the Supplier to the LC issuing bank for:

- (i) the Advance Payment:
 - (a) Statement (confirmed and signed by the Supplier); and
 - (b) copy of the Advance Payment Security.
- (ii) every subsequent Payment Milestones (other than the Advance Payment) relating to the delivery of the Goods (as applicable):
 - (a) Statement (duly confirmed and countersigned by the Supplier);
 - (b) Payment Milestone Completion Certificate;
 - (c) the supporting information submitted to the Employer's Representative pursuant to Section 8.2.2 (*Application for Interim Payments for Supply Cost*);
 - (d) commercial invoice;
 - (e) "Bill of Lading";
 - (f) packing list;
 - (g) certificate of origin; and
 - (h) all other documents reasonably required for payment, as stated in the Letter of Credit as mutually agreed by the Parties.

((a)-(h) above are together referred to as the "**LC Documents**").

8.2.7.6 Partial shipments shall be allowed under the Letter of Credit. Trans-shipment shall not be allowed.

8.2.7.7 All opening charges relating to the opening of the Letter of Credit shall be on the account of the Employer. However, if the Supplier requires the Letter of Credit to be confirmed, confirmation charges shall be borne by the Supplier.

8.2.7.8 All costs resulting from any extensions in the Letter of Credit due to reasons attributable to the Supplier shall be at the Supplier's account and risk.

8.2.7.9 Any payment made hereunder to the Sub-Supplier shall constitute full and final discharge and settlement of all moneys due to the Supplier for the Supply Cost for Supply Obligations and, thereafter, the Sub-Supplier and / or the Supplier shall have no further claims against the Employer.

8.2.8 **Application for Final Payment for Supply Cost**

8.2.8.1 Within thirty (30) days after issuance of the Delivery Completion Certificate, the Supplier shall submit to the Employer, six (6) copies of a draft final statement with supporting documents showing detail in a form approved by the Employer:

- (a) the value of the Supply delivered in accordance with this Agreement; and
- (b) any further sums which the Supplier considers to be due under this Agreement or otherwise.

The draft final statement shall be duly countersigned and confirmed by the Supplier to the Employer.

8.2.8.2 If the Employer disagrees with or cannot verify any part of the draft final statement it shall inform the Supplier, thereafter, the Supplier shall ensure to submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between the Parties. The Supplier shall then prepares and submits to the Employer the final statement as agreed. This agreed statement is referred to in this Agreement as the "**Final Statement**". The Final Statement shall be duly signed and confirmed by the Supplier prior to being submitted to the Employer.

8.2.8.3 However, if, following discussions between the Parties and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Employer shall pay the agreed parts of the draft final statement in accordance with Section 8.2.3 (*Interim Payments for Supply Cost*) and Section 8.2.5 (*Timing and Mode of Payments for Supply Cost*).

8.2.8.4 Thereafter, if the dispute is finally resolved between the Parties under Section 21 (Dispute Resolution), the Supplier shall ensure that the Sub-Supplier then prepares and submits to the Employer a Final Statement.

8.2.9 **Final Payment and Discharge for Supply Cost**

8.2.9.1 In accordance with Section 8.2.5(a)(ii), the Employer shall pay to the Supplier the Payment Milestone for the Delivery Completion Certificate in accordance with the Schedule of Payment Milestones, less all amounts previously paid by the Employer, all

unpaid and due Delay Liquidated Damages under Section 2.6 (Delay Liquidated Damages During Mobilization Period) (if any) by the Supplier to the Employer and any deductions in accordance with Section 3.4 (Employer's Claims).

8.2.9.2 When submitting the Final Statement, the Supplier shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Supplier in respect of the Supply under or in connection with this Agreement.

8.2.10 Cessation of Employer's Liability for Supply Cost

8.2.10.1 The Employer shall not be liable to the Supplier for any matter or thing under or in connection with this Agreement or execution of any obligations relating to the Supply upon making the Final Payment in terms of Section 8.2.7 (*Final Payment and Discharge for Supply Cost*).

8.2.10.2 However, this Section shall not limit the Employer's liability under its indemnification obligations.

8.3 O&M FEES

NOT APPLICABLE.

8.4 CURRENCY OF PAYMENTS

8.4.1 Except for the Supply Cost (payable in United States Dollars under the Letter of Credit).

8.5 DISPUTED INVOICES

8.5.1 If the Employer, on its own or on the recommendation of the Independent Expert, disputes the whole or any part of any Invoice and/or the Incentive Payment Invoice or supporting evidence issued by the Supplier, it shall immediately notify the Supplier and the Supplier shall issue a credit note therefore together with two invoices, one in respect of the disputed amount and the second in respect of the amount not disputed. All disputed amounts shall become due and payable following resolution of the disputes.

8.5.2 The Employer shall pay the invoice in respect of the amount which is not in dispute and shall be entitled to withhold the amount which is in dispute pending resolution of the dispute.

8.5.3 The Employer and the Supplier shall use best efforts to resolve any dispute within ten (10) business days of the dispute arising.

8.5.4 If the Parties fail to resolve the dispute within such ten (10) business days, the matter shall be referred for dispute resolution in accordance with Section 21 (*Dispute Resolution*).

8.5.5 All payments under Section 8.3.1 (*Invoicing and Payment*) shall be subject to scrutiny by the Employer and/or its Independent Expert and in case of any error, discrepancy or deficiency in the Invoices and/or Incentive Payment Invoices, the same will be Notified to the Supplier and thereafter be adjusted against the next Invoice.

8.6 PAYMENT OF DELAY LIQUIDATED DAMAGES

8.6.1 Any amounts payable as Delay Liquidated Damages in accordance with Section 2.6 (*Delay Liquidated Damages During Mobilization Period*), may be: (i) set-off and deducted from Supply Cost payable by the Employer in accordance with Section 8.2 (*Supply Cost*); or (b) recovered by encashing the Performance Security.

8.6.2 Notwithstanding encashment of the Performance Security or set-off and deduction of Delay Liquidated Damages from amounts payable under Section 8.2 (*Supply Cost*), the Supplier shall continue to be responsible for performance of the Supplier's Obligations in accordance with this Agreement.

8.6.3 In case the Delay Liquidated Damages cannot be adjusted in terms of this Section 8.6 (*Payment of Delay Liquidated Damages*), the Supplier shall continue to be liable to pay such amounts within fifteen (15) days of receipt of an invoice for the same issued by the Employer.

8.7 PAYMENT OF PERFORMANCE LIQUIDATED DAMAGES

NOT APPLICABLE.

8.8 TAXES AND DUTIES

8.8.1 The Bus Supply Fees includes the Supplier Taxes and the Supplier shall be responsible for, and shall pay directly, any and all Supplier Taxes.

8.8.2 The Employer shall be responsible for and shall pay, all the Employer's Taxes.

8.8.3 If, however after the Bid Submission Date, there is any change (increase or decrease) in the Supplier's Taxes, other than: (i) a change in income tax /withholding income tax applicable on the Supplier: (ii) any associated custom and import duties for clearance of imported Goods from the port in the Bus Supply country ((i) and (ii) above collectively referred to as the "**Excluded Taxes**"), the same shall be dealt with in the following manner:

- (a) if there is an increase in any applicable Supplier's Taxes (other than the Excluded Taxes) which are final and/or non-reimbursable and/or non-adjustable, the Supplier shall notify the Employer of such increase and provide evidence thereof along with the proposed increase in the Supply Cost, as applicable, as a consequence thereof. Within fifteen (15) days of receiving the Supplier's

notification, the Employer shall review the same and shall revise the Supply Cost, as applicable, to the extent of the increase in Supplier's Taxes as per the Applicable Law; and

- (b) if there is a decrease in any applicable Supplier's Taxes (other than the Excluded Taxes) which are final and/or non-reimbursable and/or non-adjustable, the Supplier or the Employer shall notify the other Party of such decrease and provide evidence thereof along with the proposed decrease in the Supply Cost as a consequence thereof. Within fifteen (15) days of receiving such notification, the notified Party shall review the same and shall revise the Supply Cost to the extent of the decrease in Supplier's Taxes as per the Applicable Law.

8.8.4 The Supplier shall at all times be required to seek and avail all exemptions or reduced rates of taxes, levies and duties, and the Employer shall also retain the right to require the Supplier to seek and avail all such available exemptions in the knowledge of the Employer from time to time. In the event of failure of the Supplier to avail any such benefit of exemption or reduction in taxes, levies and duties, the Employer shall be entitled to adjust the payments to be made by the Employer to the Supplier by taking into account that the Supplier has availed the aforesaid benefit.

8.8.5 The Supplier hereby agrees to indemnify, defend and hold the Employer harmless from any and all taxes, liabilities, damages, costs, penalties, fines, expenses, fees (including attorney's fees) and charges of any nature associated with any non-compliance and violations by the Supplier of this Section 8.8 (*Taxes and Duties*) including the consequences of any failure to pay the Supplier's Taxes as required by all Applicable Laws, in relation to the Supplier's Obligations.

8.9 PAYMENT OF RETENTION MONEY

8.9.1 Within thirty (30) days from expiry of the Initial Maintenance Period, the Retention Money shall be paid to the Supplier.

8.9.2 However, if any work remains to be executed under Section 12 (*Warranty*), the Employer shall be entitled to withhold the estimated cost of this work until it has been executed.

8.10 LATE PAYMENT

8.10.1 Either Party shall pay interest on all amounts not timely paid in accordance with this Agreement at KIBOR plus two percent (2%) per annum, semi-annually, calculated for the actual number of days which the relevant amount remains unpaid on the basis of a three hundred and sixty-five (365) day year.

9. CORPORATE GUARANTEE AND SUPPLIER SECURITIES

9.1 ADVANCE PAYMENT SECURITY

- 9.1.1 Within twenty-five (25) days of the Effective Date, the Supplier shall deliver to the Employer the Advance Payment Security in the amount of thirty percent (30%) of the Supply Cost (as of the Effective Date being the Supply Cost stated in the Bid). The Advance Payment Security shall come into force and shall become automatically effective upon payment of the Advance Payment by the Employer. The Advance Payment Security shall be encashable in accordance with the terms thereof and shall be payable on the Employer's first written demand without any prior notice, reference or recourse to the Supplier for encashment. The receipt by the Employer of the Advance Payment Security is also a condition precedent to the Employer's obligation to make any payments under this Agreement. The Supplier shall adjust the Face Value of the Advance Payment Security either upwards or downwards in the event that the Supply Cost is required to be changed by the addition or deduction to ensure that the Face Value of the Advance Payment Security remains equivalent to twenty percent (20%) of the revised Supply Cost.
- 9.1.2 The Supplier shall ensure that the Advance Payment Security is valid and enforceable (without further action) from the date of issuance until the entire Advance Payment has been adjusted by the Supplier. If the Advance Payment Security is subject to an expiry date (the "**Advance Payment Security Original Expiry Date**"), and the Advance Payment has not been adjusted by the date twenty-eight (28) days prior to the Advance Payment Security Original Expiry Date, the Supplier shall extend the validity of the Advance Payment Security twenty-eight (28) days prior to the Advance Payment Security Original Expiry Date so as to keep it valid and enforceable and, thereafter, the Supplier shall continue extending the Advance Payment Security in such manner to ensure that it is valid at all times until the Advance Payment has been fully adjusted. In the event of failure by the Supplier to extend the validity of the Advance Payment Security in accordance with this Section, the Employer shall have the right to encash the Advance Payment Security to its full outstanding value.
- 9.1.3 The Advance Payment forms part of the Supply Cost and is not additional to the Supply Cost. The Advance Payment shall be adjusted through proportional deductions from Interim Payments in accordance with this Section 9.1.3 and Section 8.2.2 (*Application for Interim Payments for Supply Cost*) until such time as the Advance Payment has been adjusted in full.
- 9.1.4 If the Advance Payment has not been adjusted prior to the termination under Section 11.1 (*Termination for Employer's Default*), Section 11.2 (*Termination for Supplier's Default*) or Section 18 (*Force Majeure*) (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Supplier to the Employer for which the Employer shall have the right to draw upon the Advance Payment Security.
- 9.1.5 The Employer shall not make a demand under the Advance Payment Security, except for amounts to which the Employer is entitled under this Agreement in the event of:

- (i) failure by the Supplier to keep the Advance Payment Security valid or extend the validity of the Advance Payment Security as described in Section 9.1.2 above, in which event the Employer may claim the full amount of the Advance Payment Security;
 - (ii) failure by the Supplier to pay the Employer:
 - (A) Delay Liquidated Damages within fifteen (15) days after the date of the delivery of the relevant invoice to the Supplier; and/or
 - (B) an amount due which has either been agreed by the Supplier herein (other than the Delay Liquidated Damages set out in (A) above) or determined under Section 3.4 (*Employer's Claims*) within twenty-eight (28) days after such agreement or determination.
 - (iii) in case the credit rating of the Advance Payment Security or the issuing bank (in either case) falls below the Minimum Credit Rating and the Supplier is unable to provide a substitute Advance Payment Security in accordance with Section 9.1.8, then the Employer may claim the full amount of the Advance Payment Security;
 - (iv) material breach by the Supplier of any of the Supplier's Obligations;
 - (v) circumstances which entitle the Employer to termination under Section 11.2 (*Termination for Supplier's Default*), irrespective of whether notice of termination has been given; and/or
 - (vi) any other event, circumstance or provision stated under this Agreement which entitles the Employer to make a demand under the Advance Payment Security.
- 9.1.6 To the extent the Employer was not entitled to a claim under the Advance Payment Security and yet received monies in relation to the same, the Employer shall reimburse (subject to any final settlement/judgment under the dispute resolution mechanism set out herein) the Supplier any such amounts within fourteen (14) days of the Employer's receipt of a written demand from the Supplier.
- 9.1.7 The Employer shall return the Advance Payment Security to the Supplier within twenty-eight (28) days after the Advance Payment has been fully adjusted, **provided that**, no event is subsisting that entitles the Employer to make a demand under the Advance Payment Security nor are there any outstanding claims by the Employer under the Advance Payment Security.
- 9.1.8 Where, at any time subsequent to the issuance of the Advance Payment Security, the Advance Payment Security issuing bank (as specified in the definition of Advance Payment Security above) or the Advance Payment Security fails to meet the Minimum

Credit Rating, then, upon the instructions of the Employer, the Supplier shall, within ten (10) days of receipt of such instructions from the Employer, procure from a bank or financial institution, which meets the Minimum Credit Rating, satisfactory to the Employer a substitute Advance Payment Security for the amount prevailing as of that date. Upon receipt of such substitute Advance Payment Security in the form and substance satisfactory to the Employer, the Employer shall return the earlier issued Advance Payment Security to the Supplier.

9.2 CORPORATE GUARANTEE

9.2.1 The Supplier hereby represents and warrants that:

- (a) it has delivered to the Employer a valid and binding guarantee in the form specified in **Schedule D (Form of Corporate Guarantee)** (the “**Corporate Guarantee**”) from the Sponsor (as its guarantor), in favour of the Employer, guaranteeing the Supplier’s obligations towards the Employer under this Agreement;
- (b) the Supplier has taken all necessary corporate actions and has all necessary authorizations to execute and deliver the Corporate Guarantee to the Employer;
- (c) the Supplier is empowered under Applicable Laws of *[please insert]*, its constitutive documents (including the memorandum and articles of association or charter) to execute and deliver the Corporate Guarantee and to perform its obligations hereunder;
- (d) the Corporate Guarantee has been executed by a duly authorized person on behalf of the Sponsor and is and shall continue to remain binding and enforceable against the Sponsor.

9.2.2 The Corporate Guarantee shall remain valid until sixty (60) days following the expiry of the Term (the “**Corporate Guarantee Expiry Date**”). If the terms of the Corporate Guarantee specify an expiry date which is prior to the actual Corporate Guarantee Expiry Date, the Supplier shall, thirty (30) days prior to the expiry of the Corporate Guarantee, procure the extension of the Corporate Guarantee from the Sponsor until the Corporate Guarantee Expiry Date.

9.2.3 The Employer may at any time and from time to time, make a claim under the Corporate Guarantee in the event of failure by the Supplier in relation to the due performance and discharge by the Supplier of all its obligations and liabilities under this Agreement, including but not limited to:

- (a) execution and performance of the Supplier’s Obligations in accordance with the Applicable Standards, performance and implementation of all terms and conditions of this Agreement by the Supplier; and

- (b) payment by the Supplier of all amounts due to the Employer under this Agreement including Liquidated Damages.

9.3 PERFORMANCE SECURITY

9.3.1 The Performance Security (5% of contract amount) must be issued by the Successful Bidder fifteen (15) days prior to the expiry of the Bid Security.

9.3.2 N.A.

9.3.3 In the event of failure by the Supplier to keep valid, extend the validity of or provide a new Performance Security in accordance with this Section 9.3 (*Performance Security*), the Employer shall have the right to encash the Performance Security to its full outstanding value, provided however, when the Employer has encashed the Performance Security in terms of this Section 9.3.3, the Employer shall refund the encashed proceeds to the Supplier upon the Supplier establishing and furnishing to the Employer a new Performance Security in accordance with Section 9.3 (*Performance Security*).

9.3.4 The Employer may make a demand under the Performance Security in the event of:

- (a) failure by the Supplier to keep the Performance Security valid or extend the validity of the Performance Security as described in Section 9.3.3 above, in which event the Employer may claim the full amount of the Performance Security;
- (b) failure by the Supplier to pay the Employer an amount due including any Liquidated Damages or determined under Section 21 (*Dispute Resolution*), within fourteen (14) days after such agreement or determination;
- (c) material breach by the Supplier of any Supplier's Obligations;
- (d) circumstances which entitle the Employer to termination under Section 11.2 (*Termination for Supplier's Default*), irrespective of whether Notice of termination has been given;
- (e) any claims that the Employer may have up to the Performance End Date;
- (f) failure by the Supplier to remedy a Defect or Deficiency (subject to any grace period permitted by the Employer or otherwise specified in this Agreement) after receiving the Employer's Notice requiring the Defect or Deficiency to be remedied (provided that such default is capable of remedy); and/or
- (g) any other event, circumstance or provision stated under this Agreement which entitles the Employer to make a demand under the Performance Security.

- 9.3.5 The Employer shall return the Performance Security to the Supplier within twenty-eight (28) days after the Performance End Date, provided that, no event is subsisting that entitles the Employer to make a demand under the Performance Security nor are there any outstanding claims by the Employer under the Performance Security.
- 9.3.6 Where, at any time subsequent to the issuance of the Performance Security, the Performance Security issuing bank (as specified in the definition of Performance Security above) or the Performance Security fails to meet the Minimum Credit Rating, then, upon the instructions of the Employer, the Supplier shall within ten (10) days of receipt of such instructions from the Employer, procure from a bank or financial institution, which meets the Minimum Credit Rating, a substitute Performance Security for the amount prevailing as of that date. Upon receipt of such substitute Performance Security in the form and substance satisfactory to the Employer, the Employer shall return the earlier issued Performance Security to the Supplier.

9.4 WARRANTY BOND

- 9.4.1 The Warranty Bond, in the amount of five percent (5%) of the Supply Cost (following adjustment on Order Date (if any) and, thereafter, on the expiry of the Initial Maintenance Period), shall be submitted by the Supplier thirty (30) days prior to the earlier of the: (a) actual Delivery Completion Date. The Supplier shall ensure that the Face Value of the Warranty Bond is adjusted either upwards or downwards to ensure that the Face Value of the Warranty Bond remains equivalent to: (i) five percent (5%) of the Supply Cost until expiry of the Initial Maintenance Period; and (ii) two point five percent (2.5%)] of the Supply Cost from the expiry of the Initial Maintenance Period till the Release Date.
- 9.4.2 The Supplier shall ensure that the Warranty Bond is valid and enforceable (without further action) from the date of issuance until twenty-eight (28) days after the anticipated Release Date. If the terms of the Warranty Bond specify its expiry date (the “**Warranty Bond Original Expiry Date**”) and the Supplier has not received the Release Certificate by the date falling twenty-eight (28) days prior to the Warranty Bond Original Expiry Date, the Supplier shall procure the extension of the validity of the Warranty Bond twenty-eight (28) days prior to the Warranty Bond Original Expiry Date so as to keep it valid and enforceable up to at least twenty-eight (28) days after the then anticipated Release Date and thereafter the Supplier shall ensure that the Warranty Bond continues to extend in such manner to ensure that it is valid at all times until twenty-eight (28) days after the Release Date.
- 9.4.3 The Employer shall not make a demand under the Warranty Bond, except for amounts to which the Employer is entitled under this Agreement in the event of:
- (i) failure by the Supplier to keep the Warranty Bond valid or extend the validity of the Warranty Bond as described in paragraph 9.4.2 above in which event the Employer may claim the full amount of the Warranty Bond;

- (ii) in case the credit rating of the Warranty Bond issuing bank falls below the Minimum Credit Rating and the Supplier is unable to provide a substitute Warranty Bond in accordance with Section 9.4.6, then the Employer may claim the full amount of the Warranty Bond;
 - (iii) failure by the Supplier to pay the Employer:
 - (A) Liquidated Damages within fifteen (15) days after the date of the delivery of the relevant invoice to the Supplier; and/or
 - (B) an amount due which has either been agreed by the Supplier herein (other than the Liquidated Damages set out in (A) above) or determined under Section 3.4 (*Employer's Claims*) within twenty-eight (28) days after such agreement or determination;
 - (iv) material breach by the Supplier of any Supplier's Obligation;
 - (v) circumstances which entitle the Employer to termination under Section 11.2 (*Termination for Supplier's Default*), irrespective of whether notice of termination has been given;
 - (vi) failure by the Supplier to remedy any Defects or Deficiencies; and/or
 - (vii) any other event, circumstance or provision stated under this Agreement which entitles the Employer to make a demand under the Warranty Bond.
- 9.4.4 To the extent the Employer was not entitled to a claim under the Warranty Bond and yet received monies in relation to the same, the Employer shall reimburse (subject to any final settlement/judgment under the dispute resolution mechanism set out herein) the Supplier any such amounts within fourteen (14) days of the Employer's receipt of a written demand from the Supplier.
- 9.4.5 The Employer shall return the Warranty Bond to the Supplier within twenty-eight (28) days after the Release Date, **provided that**, no event is subsisting that entitles the Employer to make a demand under the Warranty Bond nor are there any outstanding claims by the Employer under the Warranty Bond.
- 9.4.6 Where, at any time subsequent to the issuance of the Warranty Bond, the Warranty Bond issuing bank (as specified in the definition of Warranty Bond above) or the Warranty Bond fails to meet the Minimum Credit Rating, then, upon the instructions of the Employer, the Supplier shall, within ten (10) days of receipt of such instructions from the Employer, procure from a bank or financial institution, which meets the Minimum Credit Rating, satisfactory to the Employer a substitute Warranty Bond for the amount prevailing as of that date. Upon receipt of such substitute Warranty Bond in the form and substance satisfactory to the Employer, the Employer shall return the earlier issued

Warranty Bond to the Supplier.

10. APPLICATION FOR RELEASE CERTIFICATE

10.1 FULFILMENT OF TERM EXPIRY CRITERIA AND ISSUANCE OF RELEASE CERTIFICATE

10.1.1 The Supplier's obligations relating to the Buses Supply shall expire when:

- (a) the Supplier has fulfilled the Term Expiry Criteria; and
- (b) the Release Certificate is issued by the Employer.

10.1.2 The Supplier shall notify the Employer, when each of the Term Expiry Criteria have been met and pursuant to such notification, shall apply to the Employer for issuance of the Release Certificate. Following the Employer's receipt of the Supplier's afore-stated notification, the Employer shall within thirty (30) days of receipt of the Supplier's afore-stated Notification, either:

- (a) upon verification of each of the Term Expiry Criteria having been met, issue the Release Certificate to the Supplier, provided that the Supplier has, in all material respects, met the Term Expiry Criteria; or
- (b) reject the Supplier's application for issuance of the Release Certificate, giving reasons and specifying the work required to be done, or obligation required to be fulfilled, by the Supplier to enable the Release Certificate to be issued. The Supplier shall then complete this work or fulfil such obligation, at no cost to the Employer, before issuing a further notice under this Section.

10.1.3 In the event of the Employer's rejection of the Supplier's request for issuance of the Release Certificate in accordance with Section 10.1.2(b), the Supplier shall either:

- (a) accept the Employer's rejection for issuance of the Release Certificate, in which case the Supplier shall perform its relevant obligations under this Agreement so as to meet the Term Expiry Criteria and fulfil the outstanding obligations and obligations as specified by the Employer, and the procedure set out in Section 10.1.2 shall be repeated; or
- (b) dispute the Employer's decision of the Term Expiry Criteria or any part thereof not being met, in which case such dispute shall be determined in accordance with Section 21 (*Dispute Resolution*). If following the resolution of the dispute in accordance with Section 21 (*Dispute Resolution*) it is determined that:
 - (i) the Term Expiry Criteria is not met, the Supplier shall perform its

relevant obligations under this Agreement so as to meet the Term Expiry Criteria and the procedure set out in Section 10.1.2 and Section 10.1.3 shall be repeated; or

- (ii) the Term Expiry Criteria is met, the Employer shall issue the Release Certificate within ten (10) business days of the resolution of the dispute in accordance with Section 21 (*Dispute Resolution*).

11. DEFAULT AND TERMINATION

11.1 TERMINATION FOR EMPLOYER'S DEFAULT

11.1.1 The Supplier may terminate this Agreement in the following circumstances by giving Notice of termination on expiry of the period specified in this Section 11.1.1 and its reason for termination:

- (a) if the Employer has failed to make due payments as per the terms of this Agreement excluding any: (i) disputed amounts; and (ii) deductions that the Employer is entitled to make under this Agreement, provided, however, the right to terminate for Employer's payment default only arises where: (A) the Supplier has complied with the requirements and the payment terms as prescribed under this Agreement and, in respect of the Supply Cost, all LC Documents were timely submitted to the satisfaction of the LC issuing bank; and (B) the due and payable sums remain unpaid for sixty (60) business days after receipt of Notice of non-payment by the Supplier to the Employer, which Notice will be a precondition for termination; or
- (b) if the Employer commits a material breach of this Agreement that has a material adverse effect on the Supplier's ability to perform its obligations under this Agreement and fails to remedy the same within sixty (60) days, after Notice from the Supplier to the Employer stating such material default or material breach; or

11.2 TERMINATION FOR SUPPLIER'S DEFAULT

11.2.1 The Employer may terminate this Agreement in the following circumstances by giving thirty (30) days' Notice of termination, or any other notice period specified otherwise in this Section 11.2.1 or Notified by the Employer, to the Supplier and referring to this Section 11.2.1 and its reason for termination:

- (a) the Supplier subcontracts the Supplier's Obligations (except as permitted hereunder) or assigns this Agreement without approval or consent of the Employer;
- (b) the Supplier voluntarily abandons the Project and/or the Covered Assets or repudiates this Agreement or the Supplier loses the relevant approvals, licenses

and permits, including the Consents, required to execute the Supplier's Obligations and fails to remedy the same within thirty (30) days of occurrence;

- (c) if the Supplier commits a material breach of this Agreement and/or the Lease to Own Agreement and fails to remedy the same within thirty (30) days or such additional period as may be agreed by the Employer, after Notice from the Employer to the Supplier stating such material default or material breach;
- (d) N.A.
- (e) N.A
- (f) if the Supplier fails to furnish, keep valid and maintain in full effect the Supplier Securities and the Corporate Guarantee in accordance with this Agreement;
- (g) the: (a) Delay Liquidated Damages Cap; or (b) Performance Liquidated Damages Cap has been exceeded (by way of calculation);
- (h) if: (A) the Supplier fails to perform any or all of the Supply Obligations in accordance with the Schedule of Delivery (including within any extensions thereof in accordance with this Agreement); (B) the Supplier fails to procure any or all of the Goods in accordance with the Schedule of Delivery (including within any extensions thereof in accordance with this Agreement);
- (i) a failure by the Supplier to obtain and maintain any Consents, in order for it to execute and perform the Supplier's Obligations and its obligations pursuant to this Agreement; or
- (j) if the Supplier has failed to make payments of the Lease Payments as per the terms and conditions of this Agreement and/or the Lease to Own Agreement.

11.2.2 The Employer may terminate this Agreement immediately by Notice to the Supplier and without any opportunity to cure if:

- (a) the Supplier becomes bankrupt or insolvent, or has a receiving order issued against it, or compounds with its creditors, or, being a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt; or
- (b) any statement, representation or warranty set out in Section 14 (*Representations and Warranties*) proves to be incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a material adverse effect on the Supplier's ability to perform its obligations under

this Agreement and / or ensure that the Supplier performs its obligations under this Agreement or having a material adverse effect on the rights or obligations of the Employer under this Agreement; or

- (c) any willful misstatement or willful misrepresentation (not set out in Section 14 (*Representations and Warranties*)) made by the Supplier which has a material adverse effect on the performance of the Supplier's Obligations by the Supplier under this Agreement; or
- (d) the Supplier is found to be engaged in corrupt or fraudulent practices in executing its obligations under this Agreement; or
- (e) a Change in Complete Control has occurred in breach of this Agreement; or
- (f) the Supplier creates any Encumbrance on the Covered Assets; or
- (g) the Supplier or any of its representatives become blacklisted by the GoP any provincial or local government, or a corporation, Supplier, institution, corporate body, local body, local authority, agency or organisation set up or controlled (directly or indirectly) by the GoP and / or GoS.

11.3 OBLIGATIONS PRIOR TO EXPIRY OR TERMINATION

11.3.1 Termination or expiration of this Agreement will not relieve the Supplier of any obligation arising under this Agreement or in respect of Supplier's Obligations completed prior to expiry or termination of this Agreement.

11.4 ACTIONS TO BE TAKEN UPON EXPIRY OR TERMINATION

11.4.1 On the date of expiration or termination of this Agreement, the Supplier shall, at the Employer's request, provide the following services relative to the Supplier's Obligations so affected:

- (a) deliver to the Employer all information and records as may be reasonably requested by the Employer for the operation, maintenance or repair of the Covered Assets, including all plans or other manuals and other information prepared hereunder as of the date of termination.

11.4.2 The Parties shall mutually agree to any sums payable to the Supplier for the actions to be taken under Section 11.4.1.

11.5 PAYMENTS BY SUPPLIER FOLLOWING EXPIRY OR TERMINATION

11.5.1 Upon expiry or termination of this Agreement, the Supplier shall pay the Employer the sum of (a), (b) and (c) below, in each case as may be due and payable in accordance with the terms of this Agreement:

- (a) refund the Employer any unrecovered portion of the Advance Payment and thereafter the Employer shall return the Advance Payment Security;
- (b) any Liquidated Damages accrued, due and payable under the provisions of this Agreement; and
- (c) any Losses incurred by the Employer as a result of such termination for Supplier's default under Section 11.2 (*Termination for Supplier's Default*).

11.5.2 In the event, this Agreement is terminated for a Supplier default under Section 11.2 (*Termination for Supplier's Default*), the Employer shall be entitled to encash the Performance Security to its full value.

11.6 PAYMENTS BY EMPLOYER FOLLOWING EXPIRY OR TERMINATION

11.6.1 Subject to Section 11.6.2, within thirty (30) days following the Supplier's compliance with its obligations under Section 11.4 (*Actions to be Taken Upon Expiry or Termination*) the Supplier shall submit to the Employer for payment a final invoice for all outstanding amounts of the: (a) Bus Supply and O&M Fees (if any); (b) Incentive Payments (if any) and (c) any sums payable by the Employer to the Supplier under Section 11.4.1; and (d) only where termination occurs due to Employer's default under Section 11.1 (*Termination for Employer's Default*), the Termination Payment.

11.6.2 If this Agreement is terminated by the Employer due to Supplier's default under Section 11.2 (*Termination for Supplier's Default*):

- (a) the Employer shall not be obliged to reimburse the Supplier for any costs incurred by the Supplier in complying with its obligations pursuant to Section 11.4 (*Actions to be Taken Upon Expiry or Termination*);
- (b) the Employer shall submit to the Supplier for payment an invoice for any direct out-of-pocket expenses properly and reasonably incurred by the Employer and solely attributable to such termination and, if the Employer engages a replacement operator/entity, the additional costs reasonably incurred by the Employer in engaging such replacement operator/entity and the amount by which the reasonable costs payable under the replacement contract for carrying out the relevant Supplier's Obligations exceed the amount that would have been payable to the Supplier, which amount shall be deducted from any amounts outstanding to the Supplier, provided, however, that if the Employer elects to engage a replacement Supplier, the Employer shall use its best efforts to engage such replacement Supplier as soon as possible after termination of this Agreement; and
- (c) in the event that expenses of the Employer under Section 11.6.2(b) are greater than any amount then owing to the Supplier, then the Supplier shall bear

responsibility for the payment of such amount to the Employer provided that the Employer shall take all reasonable steps to minimize such costs, and if such costs are less than any amount owing to the Supplier, the Employer shall pay the remaining balance to the Supplier.

11.6.3 Any payments made pursuant to this Section 11.6 (*Payments by Employer following Expiry or Termination*) shall be made within thirty (30) days of the date of the invoice in immediately available funds.

11.7 SUCCESSOR TO SUPPLIER UPON EXPIRY OR TERMINATION

Not Applicable.

11.8 HANDOVER OF COVERED ASSETS

Not Applicable.

11.9 END OF TERM ACTIVITIES

Not Applicable.

11.10 SET-OFF RIGHTS

11.10.1 Without prejudice to other rights and remedies of the Employer, the Employer shall be entitled to deduct any amounts payable by the Supplier to the Employer from any amounts due to the Supplier by the Employer. If payments due to the Employer are not sufficient to cover the amounts payable by the Supplier, the Supplier shall pay the difference to the Employer within ten (10) days of the Employer's demand, failing which the Employer may recover the payable amount by encashing the Performance Security.

11.11 OBLIGATIONS PRIOR TO EXPIRY OR TERMINATION

11.11.1 Notwithstanding termination or expiration of the Term of this Agreement and transfer of the responsibility for performance of the Supplier's Obligations at the Performance End Date, the Supplier shall not be relieved of any obligation arising out of the Supplier's Obligations performed prior to termination.

12. WARRANTY

12.1 WARRANTY

12.1.1 For the Supplier's Obligations provided for under this Agreement, the Supplier provides the following warranties, set out in this Section 12 (*Warranty*) ("**Warranty**").

12.1.2 The Supplier warrants to the Employer that as part of the Warranty obligations during the Warranty Period:

- (a) the Goods (including the Bus Battery and Structure) delivered under this Agreement shall be in accordance with the Applicable Standards and applicable operations manual for the Buses shall be free from any Defects or Deficiencies, including defects in material, workmanship and title; and

12.2 WARRANTY PERIOD

12.2.1 The Warranty Period in respect of:

- (a) Bus Battery and Structure, shall be for the Bus Battery and Structure Warranty Period;
- (b) Goods (other than the Bus Battery and Structure), shall be for the Goods Warranty Period;
- (c) any Parts, shall be at least Twenty Four (24) months from the date of repair or replacement of such Parts;
- (d) any Spare Parts, shall be at least Twenty Four (24) months from the date of repair or replacement of such Spare Parts; and

12.2.2 Such period of time as described above with respect to the Covered Assets, Spare Parts shall be defined as the "**Warranty Period**".

12.3 WARRANTY REMEDY

12.3.1 If any of the Goods (including the Bus Battery and Structure), Parts and/or Spare Parts do not meet the above warranties during the applicable Warranty Period, the Supplier shall, at its cost, correct or shall cause to correct the defective Good(s) (including the Bus Battery and Structure), Parts and/or Spare Parts by, at its option, repairing or replacing the defective Good(s) (including the Bus Battery and Structure), Parts and/or Spare Parts and, at its option, taking possession of the defective Good(s) (including the Bus Battery and Structure), Parts and/or Spare Parts.

12.3.2 Where defective Good(s) (including the Bus Battery and Structure), Parts and/or Spare Parts is discovered during the applicable Warranty Period, the Supplier shall be

responsible for the Costs of removing and transporting the defective Good(s) (including the Bus Battery and Structure), Parts and/or Spare Parts. However, where a defect in any Goods (including the Bus Battery and Structure), Parts and/or Spare Parts cannot be corrected by the Supplier's reasonable efforts, the defective Good (including the Bus Battery and Structure), Part and/or Spare Part shall be replaced.

12.4 EXTENDED WARRANTY

Not Applicable.

12.5 FAILURE TO REMEDY DEFECTS IN THE GOODS

12.5.1 The Supplier shall be required to remedy any Defects or Deficiencies or damage to the Goods within such reasonable time as is instructed by the Employer (which period may be extended by the Employer in its discretion).

12.5.2 If the Supplier: (i) fails to remedy the Defects or Deficiencies or damage in accordance with Section 12.5.1; or (ii) fails to comply with any such instruction under Section 3.3 (*Employer's Instructions*), the Employer may (at its option):

- (a) carry out the work itself or by others, in a reasonable manner and at the Supplier's cost, but the Supplier shall have no responsibility for this work; and the Supplier shall, subject to Section 3.4 (*Employer's Claims*), pay to the Employer the costs reasonably incurred by the Employer in remedying the Defects or Deficiencies;
- (b) agree or determine a reasonable reduction in the Supply Cost in accordance with Section 3.5 (*Determinations*); or
- (c) if the Defects or Deficiencies deprives the Employer of substantially the whole benefit of the Supply Obligations or any major part of the Supply or any part thereof do not meet the Applicable Standards, terminate this Agreement as a whole, or in respect of such part. Without prejudice to any other rights, under this Agreement or otherwise, the Employer shall then be entitled to recover all sums paid for the Supply Obligations and returning the Goods to the Supplier.

12.6 EXCLUSIONS

12.6.1 The Supplier's aforementioned Warranty does not warrant Parts:

- (a) against normal wear and tear, including effects of the environment or operation;
- (b) when done by a person other than the Supplier against: (i) improper; (ii) untimely routine or planned maintenance of the Goods (including the Bus Battery and Structure), Parts and/or Spare Parts and/or its associated unit; or (iii) repair or modification of the Goods (including the Bus Battery and Structure), Parts and/or Spare Parts and/or the unit which is not in accordance with the Supplier's

instructions/manuals other than when such activities are carried out by the Supplier; and

- (c) against improper installation of Spare Parts and/or Parts other than when such improper installation is carried out by the Supplier.

12.7 SERIAL DEFECTS

- 12.7.1 If before the expiry of the Serial Defects Notification Period, upon the Supplier having become aware of or having been notified by the Employer of a Serial Defect, the Supplier shall investigate and ascertain whether the Serial Defect(s) exist. If a Serial Defect(s) exists and is discovered, the Supplier shall furnish the Employer with a report, detailing the source and root cause of the Serial Defect(s).
- 12.7.2 The Supplier shall submit to the Employer for its approval details of the remedial work which it proposes to make pursuant to this Section 12.7 (*Serial Defects*), the estimated duration of such remedial work, details of such Buses as it may be necessary to halt operations and the proposed dates for the remedial work. If the remedial work can be carried out without halting operations of the Buses, the Supplier shall carry out such remedial work as soon as reasonably practicable. If the remedial work necessitates halting operations of Buses, the remedial work shall be carried out at a time and for periods agreed with the Employer or failing agreement at such times which minimize disruption to the Operation of the Buses as far as practicable having regard to the nature of defect.
- 12.7.3 The Supplier shall forthwith replace all such parts affected by the Serial Defect(s) with brand new parts and promptly rectify the same free of cost.

13. CONFIDENTIAL INFORMATION

13.1 CONFIDENTIAL INFORMATION

- 13.1.1 Each Party agrees that it shall, and shall ensure that its contractors, agents, employees, officers (including members of its board of directors and its supervisory board) shall, hold in confidence for the benefit of the other Party all the Confidential Information and shall not disclose to any third party or use (except for the purposes of this Agreement) the Confidential Information or any part thereof without such other Parties prior written approval. The Parties shall be required to limit the number of persons within their respective organisations to whom the Confidential Information is disclosed to the absolute minimum necessary to properly enable such Party to fulfil its obligations under this Agreement.

13.2 LIMITATIONS

13.2.1 The restrictions in Section 13.1 (*Confidential Information*) shall not apply, or shall cease to apply, to any part of the Confidential Information that:

- (a) was in the possession of the recipient Party or a contractor, agent, employee, officer (including members of its board of directors and its supervisory board) or shareholder of the recipient Party at the time of the disclosure;
- (b) was obtained by the recipient Party in good faith from a third party entitled to make disclosure thereof;
- (c) is required to be published or disclosed by a Party under any Applicable Law or the rules of any securities exchange to which any Party or the holders, directly or indirectly, of any of its equity capital is subject;
- (d) a Party, with the approval of the other Party, discloses to financial institutions, bona fide potential purchasers, its consultants and contractors; or
- (e) is in or comes into the public domain other than by reason of a breach of Section 13.1 (*Confidential Information*) above.

13.3 CONFIDENTIALITY PROVISIONS TO SURVIVE

13.3.1 The confidentiality obligation of the Parties pursuant to Sections 13.1 (*Confidential Information*) shall remain in full force and effect for a period of five (5) years after the date of the expiration or earlier termination of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

14.1 SUPPLIER'S REPRESENTATIONS AND WARRANTIES

14.1.1 Without prejudice to the other representations, warranties and conditions expressed elsewhere in this Agreement, or otherwise mandatorily implied by law, the Supplier hereby represents, warrants and undertakes to the Employer that:

- (a) it is a Supplier, duly incorporated and validly existing under the laws of the Pakistan;
- (b) it has full power and authority to enter into this Agreement and to carry out and perform and undertake the Supplier's Obligations and that this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (c) it has submitted certified true copies of all resolutions of the board of directors / governing body of the Supplier authorizing execution, delivery of this

Agreement and the performance of the Supplier's Obligations under this Agreement;

- (d) all information, statements, plans, documents and reports furnished or submitted by the Supplier to the Employer in connection with this Agreement are in all material respects true and correct;
- (e) the entry into and performance by the Supplier of this Agreement does not and will not conflict the terms of its memorandum and articles of association or any covenant, contract, agreement, arrangement, decree, understanding or any other document which is binding upon it or any of its assets to the extent that such conflict would be reasonably likely to have a material adverse effect on the ability of the Supplier to perform its obligations under this Agreement;
- (f) no action, litigation, arbitration or administrative proceedings has been commenced, or, to the best of its information, knowledge and belief following the making of all reasonable inquiry, is pending or threatened against the Supplier and nor is there subsisting any unsatisfied judgment decree or award given against it by any court, arbitrator or other body which will materially and adversely affect or impede the Supplier's ability to perform its obligations under this Agreement;
- (g) the Supplier: (i) has reviewed the requirements for execution of the Supplier's Obligations; and (ii) has familiarized itself with all prevailing factors and conditions affecting the obligations of the Supplier under this Agreement, and all other factors and conditions affecting execution of the Supplier's Obligations, and accepts the same and agrees that all such matters are satisfactory and will not prevent performance by the Supplier of its obligations under this Agreement, and accepts that it shall not be entitled to raise any defense or make any claim under or in relation to this Agreement as a consequence of:
 - (i) any mistake, gap or insufficiency in or in relation to its knowledge or understanding of the above matters; or
 - (ii) the state, condition or content of any such matters, including the state of the Covered Assets and waives any right it may have to raise any such defence or make any such claim;
- (h) it has provided the Employer with true and accurate information about its experience and qualifications and has not omitted any information that would be relevant to the Employer's decision to retain the Supplier to carry out and perform the Supplier's Obligations in the manner and to the extent contemplated herein;

- (i) it shall not change its legal status or otherwise amend its constitutive documents except without prior written approval of the Employer;
- (j) it has not granted and will not during the Term of this Agreement grant to any third-party any rights which are inconsistent with the rights granted under this Agreement;
- (k) the entry into and performance by the Supplier of this Agreement does not and will not conflict with any Applicable Law in effect on the date of this Agreement;
- (l) the entry into and performance by the Supplier of this Agreement requires no governmental or other approvals, or if required, all such approvals have been obtained;
- (m) the entry into and performance by the Supplier of this Agreement does not and will not conflict with any document which is binding upon it or any of its assets to the extent that such conflict would be reasonably likely to have a material adverse effect on the ability of the Supplier to perform its obligations under this Agreement;
- (n) it has not taken any action nor, to the best of its information and knowledge, after making all due enquiry, have any steps been taken or legal proceedings been started or threatened against it for winding-up, dissolution or re-organisation, the enforcement of any security interest over its assets or for the appointment of a receiver, administrative receiver or administrator, trustee, judicial factor or similar officer of it or of its assets;
- (o) no action, litigation, arbitration or administrative proceedings has been commenced, or, to the best of its information, knowledge and belief following the making of all reasonable inquiry, is pending or threatened against the Supplier and nor is there subsisting any unsatisfied judgment decree or award given against it by any court, arbitrator or other body which will materially and adversely affect or impede the Supplier's ability to perform its obligations under this Agreement;
- (p) obtain and maintain the Consents during the Term and ensure compliance with all Applicable Laws while performing all its obligations under this Agreement and be completely liable for any breach in this respect;
- (q) use the Covered Assets exclusively for the purposes and in the manner prescribed under this Agreement;
- (r) ensure the payment of all dues in a timely manner, whether to the competent authorities or in respect of use of utilities or to any other parties, incurred while performing its obligations under this Agreement;

- (s) N.A
- (t) ensure that the Supplier's Obligations are preformed and implemented in an uninterrupted and continuous manner and that the same are not suspended or stopped unless provided for under this Agreement or under the directions of the Employer;
- (u) it will promptly Notify the Employer of any event or claim, including but not limited, to any violation or default with respect to any order, writ, injunction etc., which, if substantiated, is reasonably likely to either have a material adverse effect or result in any liability for the Employer;
- (v) keep the Covered Assets free from any Encumbrances;
- (w) all rights and interests vested in the Supplier pursuant to this Agreement shall automatically pass to and vest in the Employer or to any nominee specified by the Employer, without any claims or Encumbrances, on the termination or expiry of this Agreement;
- (x) no representation or warranty contained herein or in any other ancillary agreement entered into by the Employer pursuant to this Agreement contains or shall contain any untrue, incorrect or misleading statement or omit to state a material fact. In the event that any occurrence or circumstances comes to the attention of the Supplier that renders any of its aforesaid representations or warranties untrue or incorrect, the Supplier shall immediately Notify the Employer of the same. For the avoidance of any doubt, such Notice shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of the Parties under this Agreement.

14.1.2 Each of the aforesaid representations and warranties shall be deemed to be repeated by the Supplier prior to each payment by the Employer in accordance with Section 8 (*Bus Supply and Other Payment Terms*).

14.2 EMPLOYER'S REPRESENTATIONS AND WARRANTIES

14.2.1 Without prejudice to the other representations, warranties and conditions expressed elsewhere in this Agreement, or otherwise mandatorily implied by law, the Employer represents, warrants and undertakes to the Supplier that:

- (a) it will assist the Supplier at all times during the Term to obtain Consents from competent authorities for the implementation and performance of Supplier's Obligations;
- (b) it will promptly make payments of all amounts due to the Supplier under the

provisions of this Agreement.

15. ASSIGNMENT AND NOVATION

15.1 ASSIGNMENT

15.1.1 The Supplier shall not assign, transfer or charge, in whole or in part, its rights and obligations to perform or deal in any other manner with any or all of its rights and obligations under this Agreement without the Employer's prior written consent.

15.1.2 The Employer may at any time assign, transfer, charge, subcontract, or deal in any other manner with any or all of its rights under this Agreement without the Supplier's prior consent.

15.2 NOVATION

15.2.1 Subject to obtaining all relevant prior approvals, the Employer (the "**Transferor**") may assign or transfer by novation all or any part of its rights, interests, benefits or obligations under this Agreement to any entity or entities assuming all or part of the Transferor's rights and obligations under this Agreement (the "**Transferee**") so long as such Transferee shall assume in writing for the benefit of the Transferor and Supplier all of the obligations of the Transferor under this Agreement. Upon such assignment or transfer and assumption, the Transferor shall be relieved of all obligations assigned or transferred to and assumed by the Transferee under this Agreement. The Supplier hereby agrees and undertakes, as required by the Employer to enter into and execute such further documents (in such form and substance as prescribed by the Employer) to give effect to the aforesaid assignment or transfer by novation.

16. GENERAL INDEMNITY

16.1 INDEMNITY BY THE SUPPLIER

16.1.1 The Supplier on behalf of itself, employees, successors and assignees shall save, defend, indemnify and hold harmless the Employer, the Employer's Representative and each of its respective contractors, agents, representatives, consultants and employees from and against all claims, damages (including any environmental damages), Losses and expenses arising out of or resulting from the performance, non-performance or breach by the Supplier of its obligations under this Agreement or the negligence, willful default or fraud of the Supplier, employees, officers, agents, including, without any limitation, as a result of any claim;

- (a) in respect of injury or destruction of physical property including third party property; or

- (b) in respect of bodily injury, sickness, disease, or death or personal injury or other health and safety liability; or
- (c) arising in relation to any liabilities, incurred by the Supplier on the Employer's behalf which are not authorised under this Agreement; or
- (d) by any passenger on the Buses; or
- (e) for any breach of the Applicable Standards; or
- (f) for the breach of any intellectual property rights or patents as provided in Section 17.2 (*Ownership of Relevant Documents*) and Section 17.3 (*Intellectual Property Rights*); or
- (g) in accordance with Section 5.20.2;

which may be brought or alleged or threatened against the Employer or any of its employees, officers and agents by any person.

16.1.2 This Section 16 (*General Indemnity*) shall survive expiration or termination of this Agreement.

16.1.3 For the purposes of this Section 16 (*General Indemnity*), the term "*Supplier*" shall mean Supplier, its affiliates, Sub-Contractors, Sub-Supplier and O&M Personnel of any tier, and their respective agents and employees, whether individually or collectively.

17. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

17.1 OWNERSHIP OF COVERED ASSETS

17.1.1 The Covered Assets are, and shall at all times be and remain, solely and exclusively the property of and continue to remain vested in the Employer, and no right, title or interest in the Covered Assets shall pass to the Supplier.

17.1.2 All records, information and data collected by the Supplier in execution of the Supply Documents, and all Relevant Documents are the property of the Employer. Such records, information, data and Relevant Documents may not be published, transferred, disseminated, or otherwise used in any way without the prior written approval of the Employer.

17.2 OWNERSHIP OF RELEVANT DOCUMENTS

17.2.1 Without prejudice to the other rights of the Employer in respect of this Agreement, the records, information, know-how, plans, maps, documentation, designs, data, results and any associated intellectual property prepared by the Supplier pursuant to this Agreement, and the records, information and data collected by the Supplier during the performance

of the Supplier's Obligations (collectively referred to as the "**Relevant Documents**") shall be in the exclusive ownership of the Employer. The Employer shall retain the copyright and other intellectual property rights in all Relevant Documents and other data furnished or to be furnished by (or on behalf of) the Supplier in connection with the Supplier's Obligations.

- 17.2.2 The Supplier hereby agrees to indemnify the Employer for any breach of any intellectual property rights by the Supplier, its employees, officers, agents, and / or members arising out of the performance of the Supplier's Obligations and this Agreement.

17.3 INTELLECTUAL PROPERTY RIGHTS

- 17.3.1 In this Section, "*infringement*" means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Supplier's Obligations; and "*claim*" means a claim (or proceedings pursuing a claim) alleging an infringement.

- 17.3.2 The Supplier shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any license or permission in respect of any patent rights, design trade mark, copyright or trade name, intellectual property right or other protected right relating to:

- (a) any design of the Goods provided or performed by the Supplier; and
- (b) any work done or method employed in the performance of the Supplier Obligations.

- 17.3.3 If any patent or another industrial right is infringed, the Supplier shall procure for Employer the right of utilization either by modification to the effect that they are free of any third party's right or by procuring the third party's authorization of utilization.

- 17.3.4 In the event of any claim being made or proceeding instituted against the Employer to which the above provisions apply, the Employer shall promptly notify the Supplier thereof and the Supplier shall, at its own cost, in the Employer's name deal with such claim or conduct such proceedings and settle such claims and any litigation or arbitration that may arise from it. The Employer shall not, unless the Supplier shall fail to deal with

such claim or conduct such negotiation, litigation or arbitrations, make any admission prejudicial thereto.

- 17.3.5 The Supplier hereby agrees to indemnify the Employer for any breach of any intellectual property rights by the Supplier, its employees, officers, agents and / or members arising out of the performance of the Supplier's Obligations and this Agreement.

18. FORCE MAJEURE

18.1 FORCE MAJEURE

A “**Force Majeure Event**” will mean an event beyond the reasonable control of the Parties, which materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, such events include but are not limited to, any of the following:

- (a) Acts of God, including fire, flood, earthquake, windstorm, tornado, hurricane, or other natural disaster;
- (b) War, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) Terrorist attacks, civil war, civil commotion, strikes, or riots;
- (d) Nuclear, chemical or biological contamination or sonic boom;
- (e) Fire, explosion or accidental damage; and
- (f) Military takeover or political instability.

18.2 NOTIFICATION OBLIGATION

- 18.2.1 The Party affected by a Force Majeure Event will give Notice thereof within seven (7) days from the commencement of the occurrence of such event in writing to the other Party and such Notice will include specific details of the occurrence.

- 18.2.2 Provided a Notice has been duly given by the affected Party in accordance with Section 18.2.1, then during the currency of any Force Majeure Event, neither Party will be responsible or liable to the other for any failure or delay in performance of its obligations or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by Force Majeure Event.

18.3 DUTY TO MITIGATE

18.3.1 The affected Party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure Event. Furthermore, notwithstanding Section 18 (*Force Majeure*), the affected Party will continue to perform its obligations under this Agreement as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure Event.

18.4 TERMINATION FOR FORCE MAJEURE

18.4.1 In the event the interruption of the affected Party's obligations continues for a period in excess of forty-five (45) calendar days, either Party will have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

18.5 PAYMENT DURING FORCE MAJEURE EVENT

18.5.1 N.A.

18.5.2 In the event that a Force Majeure Event results in material damage to the Covered Assets, the Supplier shall within fifteen (15) days deliver to the Employer a schedule of activities and the Cost of restoring the Covered Assets to an operatable condition in compliance with the Applicable Standards ("**Restoration**") less any insurance proceeds available or likely to become available under the Project Insurance Policies ("**Restoration Cost**"). The Restoration Cost shall be subject to verification and approval of the Independent Expert. Within forty-five (45) days of the Independent Expert's approval the Employer shall pay the Restoration Cost to the Supplier.

18.5.3 If the Parties mutually agree that the: (a) Restoration Cost is not feasible; and/or (b) Restoration of the Buses is not technically viable, then the Employer may elect to either:

(a) terminate this Agreement in accordance with Section 18.4 (*Termination for Force Majeure*); or

(b) provide replacement Buses in accordance with Section 7.15 (*Additional Buses*).

19. CHANGES

19.1 CHANGES

19.1.1 Each Party may, from time to time, propose changes in the scope of Supplier's Obligations to be provided and undertaken by the Supplier under this Agreement, which changes will be subject to mutual agreement of the Parties. The Supplier will advise the Employer if any proposed change results in a change in the price or payments, anticipated schedule of performance or have other impacts upon the terms or performance of this

Agreement. Neither Party shall be obligated to proceed with any change until the Parties have agreed upon its effect and signed a written amendment or change order document.

19.1.2 During the Term, the Employer may request the Supplier to submit a proposal for Supply of additional Production Buses, provided, however, such change does not result in the Supply Cost exceeding by more than fifteen per cent (15%). Upon approving a change, the procedure under this Section 19 (*Changes*) shall be followed to agree or determine adjustments to the Supply Cost and/or the Schedule of Payment Milestones, schedule of delivery for additional Production Buses and performance of other ancillary Supplier Obligations including as may be applicable adjustments to the Schedule of Delivery and any adjustments required to the Supplier Securities.

20. NOTICES

20.1 All notices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal in-hand delivery, sent by facsimile transmission, or sent prepaid by recognized delivery service (such as Federal Express), addressed as follows:

(a) If to the Supplier:

Address: [●]
Tel.: [●]
Email: [●]
Attention: [●]

(b) If to the Employer:

Address: [●]
Tel.: [●]
Email: [●]
Attention: [●]

Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of successfully completed facsimile transmission, and on the date of delivery in the case of delivery service. Either Party may modify its address for notices by advance written notice to the other Party delivered in conformance with this Section 20 (*Notices*).

21. DISPUTE RESOLUTION

21.1 NOTICE OF DISPUTE

21.1.1 In the event that there arises between the Parties any dispute, controversy or claim arising out of or relating to this Agreement, including, without prejudice to the generality of the

foregoing, the breach, termination or validity thereof, the Party wishing to declare a dispute shall deliver to the other Party a written notice identifying the disputed issue (the “Dispute”).

21.2 RESOLUTION BY PARTIES

21.2.1 Within fifteen (15) days of delivery of a notice of a Dispute, the Parties shall use best efforts to settle the Dispute by discussions between members of the senior management of each Party. In the event that such individuals are unable to reach agreement within fifteen (15) days, or such longer period as they may agree, then both Parties (if acceptable) shall refer the Dispute for arbitration.

21.3 ARBITRATION

21.3.1 Any Dispute that is not resolved within thirty (30) days of delivery of a notice of dispute pursuant to Section 21.2 (*Resolution by Parties*) shall be finally settled by arbitration under the Arbitration Act.

- (a) The arbitration shall be conducted in Karachi, Pakistan. Except as awarded by the arbitral tribunal, each Party shall be responsible for its own costs incurred by it in connection with an arbitration hereunder.
- (b) No arbitrator shall be an employee or agent or former employee or agent of the Parties.
- (c) The decision of the arbitrators shall be final and binding upon the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The Party in whose favor the award is given may enforce such award or judgment in any jurisdiction, including any jurisdiction where the other Party’s assets may be located. Except as the Supplier and the Employer otherwise agree in writing pending the final resolution of any dispute in accordance with this Section 21 (*Dispute Resolution*), the Supplier shall proceed diligently with the performance of the Supplier’s obligations under this Agreement and in compliance with the Employer’s or Employer’s Representative’s directions, respectively.
- (d) The language at any arbitration under this Agreement shall be English.

21.4 PERFORMANCE TO CONTINUE DURING ARBITRATION OR LITIGATION

21.4.1 Unless this Agreement shall already have been terminated, the Parties shall in every case proceed with the performance of all of their obligations under this Agreement during,

and notwithstanding, any resolution of Disputes in accordance with Section 21 (*Dispute Resolution*).

22. RELATIONSHIP

- 22.1** The Parties to this Agreement are independent entities. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any contract or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- 22.2** At all times, the Supplier shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning this Agreement or the Supplier's Obligations without the prior approval of the Employer and shall refrain from engaging in any political activity.
- 22.3** The Supplier shall report immediately to the Employer any accident or injury and any damage to the property of the GoS/Employer or to the property of persons or any third parties occurring in or arising out of the performance of the Supplier's Obligations and any act, manner, or thing which, within his knowledge, may have caused such accident or injury. The Supplier shall also report immediately to the Employer any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Supplier's Obligations.

23. AMENDMENTS

This Agreement may not be amended or modified unless the Employer has given its consent for such amendment in writing.

24. VALIDITY AND ENFORCEABILITY

The invalidity or unenforceability of any portion or provision of this Agreement will not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision will be deemed separated from this Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid by any court of law having jurisdiction thereof, the Parties will immediately renegotiate in good faith such term or provision of the Agreement to rectify such invalidity.

25. EXCLUSIVE RIGHTS AND REMEDIES

The rights and remedies set forth in this Agreement are the exclusive rights and remedies of each Party with respect to this Agreement, its performance or breach.

26. ENTIRE AGREEMENT

This Agreement and all schedules, exhibits, attachments, and annexures, if any, hereto, constitutes the entire agreement between the Parties pertaining to the subject matter thereof and there are no binding understandings between the Parties pertaining to the subject matter hereto that are not contained in this Agreement. This Agreement will supersede and cancel any and all previous contracts, arrangements or understandings that may have existed or may exist on these matters between the Parties. This Agreement may only be amended by a written instrument executed between the Parties.

27. LANGUAGE

The language of this Agreement, and all documents, materials and training, if any, to be supplied by the Supplier under this Agreement shall be English.

28. SURVIVAL

Notwithstanding anything to the contrary contained in this Agreement, all such relevant provisions of this Agreement that are required for the enforcement of each Party's obligations and for the settlement of liabilities, in each case, upon termination or expiry of this Agreement shall survive the termination or expiry of this Agreement until such obligations have been performed and the liabilities settled. Furthermore, any other provisions expressly specified in this Agreement to survive termination shall survive termination of this Agreement.

29. NO WAIVER

No forbearance, indulgence or relaxation or inaction by any Party at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver of or acquiescence to any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

30. GOVERNING LAW

This Agreement will be governed in accordance with the laws of Pakistan.

31. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were a single copy of this Agreement, provided, that all counterparts have been duly executed by both Parties hereto.

SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

AS EMPLOYER

For and on behalf of **SINDH MASS
TRANSIT AUTHORITY** through its
authorised signatory



SIGNATURE

Name:

.....

Designation:

SIGNATURES

IN THE PRESENCE OF

WITNESSES:-

.....

1- Name:

Address:

CNIC / Passport No:

2- Name:

Address:

CNIC / Passport No:

.....

AS SUPPLIER

For and on behalf of [SUPPLIER] through
its authorised signatory



SIGNATURE

Name:
Designation:

.....

IN THE PRESENCE OF

SIGNATURES

WITNESSES:-

1- Name:
Address:
CNIC / Passport No:

.....

2- Name:
Address:
CNIC / Passport No:

.....

SCHEDULE A: SUPPLIER'S SCOPE OF WORK AND EMPLOYER'S REQUIREMENT

1. SUPPLIER RESPONSIBILITIES

1.1 Introduction

The Sindh Mass Transit Authority, established under Section 4 (*Establishment of Authority*) of the Sindh Mass Transit Authority Act, 2014, intends to implement an integrated bus operations model as a solution to cater for the public transport demand in Karachi, Sindh and to establish a network of public transport routes. The proposed integrated bus operations model will offer high quality bus transport services in Karachi.

In order to achieve the aforesaid objectives, Sindh Mass Transit Authority has proposed the project. As part of the project, Supply of Goods (Fifty (50) diesel double decker buses), are being procured as part of the SUPPLIER/BIDDER 's Obligations, only for the city of Karachi. For the implementation of the Project, Sindh Mass Transit Authority has issued the Bidding Documents and pursuant to this Letter invites Bids comprising of Technical Proposals and Financial bids shall be submitted through SPPRA EPAD system.

1.2 Procurement of Fleet

- 1.2.1 The SUPPLIER will Supply a fleet of 50 diesel double decker buses as per specifications.
- 1.2.2 The SUPPLIER Shall Supply spare parts for Two (2) years after Procurement.
- 1.2.5 The SUPPLIER will be responsible to bear all the cost of inland transport and associated insurances while delivering the Buses to the designated Bus Depot. Insurances procured by the SUPPLIER should include comprehensive insurance for terrorism, vandalism and sabotage. The SUPPLIER shall ensure that the relevant insurances shall continue to be valid for the Term of the Agreement.
- 1.2.6 The SUPPLIER shall provide driver and maintenance training programs to the SUPPLIER staff.

1.9 Capacity

- 1.9.1 The provisional number of passengers that may be carried in a particular Bus, including all seated and standing passengers is 100 - 120 for Diesel Double Decker Buses. The afore stated permitted capacity of passengers in the Buses may from time to time be changed by the Employer to meet and/or optimize the requirements of the Employer and the Project.!

1.14 Maintenance of the Buses

- 1.4.1 Initial Maintenance Period
 - (a) The maintenance period shall run for two (2) years of the delivery of the Buses as confirmed in the Bus delivery and acceptance protocol signed by the SUPPLIER/BIDDER and the Employer (“**Maintenance Period**”).

- (b) During the Maintenance Period the Supplier will supervise Maintenance of Buses at its own cost.

1.17 Spare parts

- 1.17.1 The Supplier shall provide spare parts and the supply of spare parts shall cover the period from the delivery of the Buses to approximately two (2) years.

ANNEXURE E – EMPLOYER’S REQUIREMENTS

Table of Contents

1.	Background	72
3.	Specifications	72
	Section 1: Specification Components	Error! Bookmark not defined.
	Section 2: Specifications Summary	10
	Section 3: Legislation and Standards	12
	Section 4: Weights and Dimensions	Error! Bookmark not defined.
	Section 5: Body.....	Error! Bookmark not defined.
	Section 6: Interior	Error! Bookmark not defined.
	Section 7: Mechanical.....	27
	Section 8: Electrical	35
	Section 9: Intelligent Transportation System (ITS)	39
	Section 10: Bus Prototype Testing.....	47

1. Background

Sindh Mass Transit Authority (SMTA) (hereinafter referred to as the “**Employer**”) is committed to providing safe, comfortable and efficient public transport services in various districts on Sindh in order to ensure efficient levels of mobility. To this end, the Employer seeks to procure high quality public transport vehicles for the successful operation of these services.

2. Specifications

Table 2.1: Vehicle Specifications

Vehicle specifications is already mentioned in the bidding documents and same will be reproduced at the time of contract signing documents (final documents)

LIST OF SPARE PARTS TO BE PROVIDED BY THE SUPPLIER/BIDDER

List of spare parts is already mentioned in the bidding documents and same will be reproduced at the time of contract signing documents (final documents)

SCHEDULE C: FORM OF ADVANCE PAYMENT SECURITY

To: , 20...
[●]
[Insert Address]

ADVANCE PAYMENT SECURITY NO. (the “**Security**”)

1. We, [●]¹, being the Security issuing bank (the **Issuing Bank**) understand that the following parties are entering into an agreement entitled the “Supply, Construction, Operations and Maintenance Agreement” (the “**Agreement**”), on and about the date hereof:

- (a) **SINDH MASS TRANSIT AUTHORITY**, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at [●], Pakistan which expression shall include its successors-in-interest and permitted assigns (the “**Employer**”); and
- (b) [●], a Supplier incorporated under the laws of the [●] having its registered office located at [●] (the “**Supplier**”).

2. Further, we understand that pursuant to the Agreement, the Supplier is required to provide the Employer with an advance payment security equal to [●] [●]/- ([●] [●]) and maintain the same in accordance with the terms of the Agreement. Subject to the receipt of this Security by the Employer, the Employer is required to pay the Supplier an amount equal to [●] [●]/- ([●] [●]) (the **Advance Payment**).

3. The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Employer, without any notice, reference or recourse to the Supplier or to any other entity or without any recourse or reference to the the Agreement or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●][●])
(the **Guaranteed Amount**)

at sight and immediately, however not later than three (3) business days from the date of receipt of the Employer’s first written demand (the **Demand**) at the Issuing Bank’s offices located at [●] or through SWIFT instructions transmitted by the Employer’s bank (i.e., the Sindh Bank) , on behalf of the Employer, to the Issuing Bank, such Demand stating:

- (a) that the Supplier is in breach of its obligations to repay the Advance Payment (in whole or in part) to the Employer or extend the validity of the Security;
- (b) the total amounts demanded; and
- (c) the details of the account in which the total amounts demanded are to be credited.

¹ Insert name of Issuing Bank.

4. A Demand shall only be honoured by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Employer; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Employer's bank (i.e., *[to be inserted]*), on behalf of the Employer.

5. We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Security at sight and immediately on the date of receipt of the Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Security, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

6. This Security shall come into force and shall become automatically effective upon the payment of the Advance Payment to the Supplier, as evidenced through a copy of SWIFT instructions transmitted by the Employer's bank (i.e., *[to be inserted]*) to the Issuing Bank.

7. After having come into force, this Security and our obligations hereunder will expire on the earlier of:

- (i) [●] (the **Advance Payment Security Expiry Hard Date**) provided that, in the event that the Issuing Bank has receipt of the Demand on or immediately prior to the Advance Payment Security Expiry Hard Date, the Issuing Bank shall honour that Demand;
- (ii) when the aggregate of all payments made by us under this Security equal the Guaranteed Amount; or
- (iii) the Guaranteed Amount is reduced to zero in terms of paragraph 9 below.

8. Upon expiry, this Security shall be returned to the Supplier. Multiple Demands may be made by the Employer under this Security but our aggregate liability will be restricted up to the Guaranteed Amount.

9. The Guaranteed Amount will be reduced in accordance with the Agreement upon the Supplier's presentation to us of the relevant commercial invoice, duly signed and approved by the Employer, clearly stating the amount by which the Guaranteed Amount is to be reduced.

10. We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Employer, the Supplier or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

11. This Security for its validity period shall not be affected in any manner by any change in our constitution or of the Supplier's constitution or of their successors and assignees and this Security shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

12. All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Security.

13. If one or more of the provisions of this Security are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Security.

14. We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Security, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Security is issued. Further, that the signatory(ies) to this Security is/are our duly authorized officer(s) to execute this Security.

15. This Security and all rights and obligations arising from this Security shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

16. The issuance of this Security is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Security is issued.

17. This Security is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Security and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Security shall prevail.

SCHEDULE D: FORM OF CORPORATE GUARANTEE

This Corporate Guarantee (the “**Guarantee**”) is executed and issued on this [●] day of [●] 2021 by [●], a Supplier incorporated under the laws of [●], having its registered office located at [●]

(the “**Guarantor**”) in favour of a Sindh Mass Transit Authority, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at [●], Pakistan (the “**Employer**”).

RECITALS

- (a) The Employer shall execute, on or about the date hereof, an agreement titled “Supply, Construction, Operations and Maintenance Agreement” (the “**Agreement**”) with [●], a Supplier duly organized and existing under the laws of [●], with its primary place of business at [●] (the “**Supplier**”) for the performance of the Guaranteed Obligations.
- (b) It is a condition of the Agreement that the Supplier procures the execution and delivery to the Employer of this Guarantee.
- (c) The Guarantor has agreed to guarantee the performance by the Supplier of its obligations under and in accordance with the Agreement and to undertake and discharge its obligations and liabilities under and pursuant to this Guarantee.

NOW THEREFORE, the Guarantor hereby agrees as follows:

1. DEFINITIONS AND INTERPRETATION

Unless a contrary indication appears, a term defined in the Agreement has the same meaning in this Guarantee.

2. THE GUARANTEES & UNDERTAKINGS

- 2.1. The Guarantor hereby irrevocably and unconditionally guarantees to the Employer the due performance and discharge by the Supplier of the Guaranteed Obligations. The Guarantee shall be binding upon the successors and assignees of the Guarantor and shall extend to and ensure for the benefit of the successors or assignees of the Employer.
- 2.2. For the purposes of this Guarantee, “**Guaranteed Obligations**” shall mean all obligations and liabilities of the Supplier under the Agreement when they or any part of them become due and performable according to the terms of the Agreement, including the:
 - (a) performance and implementation by the Supplier of all of its duties, obligations, covenants, warranties and undertakings (whether actual or contingent, present or future, express or implied) under or in connection with the terms and conditions of the Agreement; and
 - (b) payment by the Supplier of all amounts due to the Employer under the Agreement,

in each case, in accordance with the terms of the Agreement, it being always understood that:

- (i) the Guarantor's obligations and liabilities under this Guarantee shall be the same and shall not exceed the obligations and liabilities of the Supplier under the Agreement; and
- (ii) the Guarantor shall be entitled to assert any defence, limitation and exclusion that the Supplier could assert had such claim been made directly against the Supplier under the Agreement.

2.3. The Guarantor hereby undertakes to perform its obligations under the Guarantee (including performance of Guaranteed Obligations (as if they were the Guaranteed Obligations of the Guarantor)) within [five (5) Business Days] (or such other period of time as reasonably determined by the Employer) of receipt of the Employer's written demand to the Guarantor ("**Demand**"), provided that such Demand has attached copies of the Employer's notifications to the Supplier:

- (i) specifying the Supplier's breach and indicating in what respect the Supplier is in breach of its obligations under the Agreement and requesting the Supplier to cure the breach; and
- (ii) certifying that the Supplier has failed to remedy the breach within the cure period (if any) provided for under the Agreement or as otherwise agreed between the Supplier and the Employer (acting reasonably).

A Demand shall only be honoured by the Guarantor, if it is made by and bears the signature of an authorised officer or other representative of the Employer.

2.4. Without prejudice to and without limiting the generality of the provisions of Section 2.2, in respect of all monetary Demands made by the Employer hereunder, the Guarantor hereby undertakes to honour such Demands and to pay to the Employer any amounts or sums demanded by the Employer and such amounts shall be paid within [five (5) business days] from the date of receipt by the Guarantor of the Employer's first demand stating the total amounts demanded and the bank name and account in which the amounts and sums demanded are to be transferred or deposited, provided always that such demand specifies the breach and satisfies the requirements of Section 2.3.

2.5. This Guarantee shall come into force and shall become automatically effective upon the execution by the Employer and the Supplier of the Agreement. After having come into force, this Guarantee and all of the Guarantor's obligations set out herein shall constitute and be continuing obligations and accordingly shall remain in full force and effect until the date falling sixty (60) Days following the expiry of the Term, upon which it shall

automatically terminate (the “**Guarantee Expiry Date**”). The expiration of the Guarantor’s obligations under this Guarantee however, shall be without prejudice to any liability of the Guarantor accrued and notified to the Guarantor by Employer in writing and in respect of which the Employer has delivered a Demand to the Guarantor in accordance with Section 2.3 prior to the Guarantee Expiry Date.

- 2.6. All amounts and sums payable by the Guarantor pursuant to this Guarantee shall be without any set-off or deductions for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed (the “**Deductions**”). If the Guarantor is prevented by operation of law or otherwise from making or causing to be made such payments without Deductions, the amounts demanded by the Employer shall be increased to such amount as may be necessary so that the Employer receives the full amount it would have received had such payments been made without such Deductions.
- 2.7. The Guarantor hereby agrees that multiple claims and demands may be made by the Employer under this Guarantee.
- 2.8. The obligations of the Guarantor under this Guarantee shall not be discharged by and shall not be affected in any manner by any of the following:
 - (a) any amendment to, or any variation, waiver or release of any obligation of the Supplier under or pursuant to the Agreement;
 - (b) any time or indulgence being granted or agreed to be granted to the Supplier under or pursuant to the Agreement;
 - (c) the taking, variation or release of, or enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier;
 - (d) any legal limitation, disability, incapacity or other circumstances relating to the Supplier; and/or
 - (e) the winding-up, dissolution, administration or reorganisation of the Guarantor, the Supplier or any change in the status, function, control or beneficial ownership of the same.
- 2.9. The Guarantor’s liability under this Guarantee shall be that of a principal debtor and not as a surety and the Employer may at its option hold the Guarantor primarily responsible for the Guaranteed Obligations. The rights of the Employer under and pursuant to this Guarantee and the exercise by the Employer of the same in terms hereof shall be without prejudice to rights and remedies of the Employer against the Supplier under the Agreement, provided that the Employer shall not be entitled to enforce its rights and

- claims under this Guarantee to the extent that the Employer has already received payment or other performance under any other security that the Employer may hold in respect of the Supplier's obligations which are supported by this Guarantee.
- 2.10. No delay or omission of the Employer in exercising any right, power or privilege under this Guarantee or the Agreement shall impair or be construed as a waiver of such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- 2.11. The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
- 2.12. In the event of the Guarantor's bankruptcy or insolvency, this Guarantee shall not be terminated or cancelled but rather shall continue to be operative against the Guarantor's successors-in-interest and assigns.
- 2.13. The Guarantor hereby represents that:
- (a) the Guarantor has taken all necessary corporate actions and has all necessary authorizations to execute and deliver this Guarantee to the Employer;
 - (b) the Guarantor is empowered under applicable laws of [●] and its constitutive documents (including the memorandum and articles of association or charter) to execute and deliver this Guarantee and to perform its obligations hereunder; and
 - (c) this Guarantee has been executed by the Guarantor's duly authorized persons on the Guarantor's behalf and is and shall continue to remain, until the Guarantee Expiry Date, binding and enforceable against the Guarantor.
- 2.14. The Guarantor hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by agreement between the Guarantor and the Supplier, so that references to the Agreement in this Guarantee shall include each such amendment, renewal, extension, modification, compromise, release or discharge.
- 2.15. The Employer may not assign, transfer or cause or permit to be assigned, transferred, hypothecated, pledged, encumbered as a security interest or other disposition, in each case, any of its rights, titles, interests and benefits under this Guarantee to any third party without the Guarantor's prior written consent, which consent shall not be unreasonably withheld or delayed, provided however that the Employer may assign, transfer or cause or permit to be assigned, transferred, hypothecated, pledged, encumbered as a security

interest or other disposition, in each case, any of its rights, titles, interests and benefits under or arising from this Guarantee to its lenders without the Guarantor's prior approval but with prior written notice to the Guarantor.

- 2.16. Except to the extent stated otherwise in this Guarantee, all references to any contract (including the Agreement) or other instruments are by way of reference only and shall not affect the obligations of the Guarantor under the Guarantee.
- 2.17. This Guarantee has been executed and delivered to the Employer for valid commercial consideration between the Supplier and the Guarantor and no objection or defence shall be raised on the grounds of lack of consideration or any other ground.
- 2.18. This Guarantee and any dispute arising in relation to it shall be governed by the laws of Pakistan.
- 2.19. Any dispute concerning the validity, the interpretation or the performance of this Guarantee or otherwise in connection with it which cannot be settled amicably by the parties shall be finally settled under the rules of arbitration and the terms and conditions set out in Section 21 (*Dispute Resolution*) of the Agreement, which shall be incorporated into this Guarantee as if set out in full in this Guarantee and as if references in those clauses to "this Agreement" and "the Supplier" were references to this Guarantee and the Guarantor, respectively.
- 2.20. Any notice or communication to or demand or claim on the Guarantor to be made under this Guarantee shall be in writing and may be delivered in person or sent by courier to the Guarantor at its address below:

To: [●]
Designation: [●]
Address: [●]
Telephone: [●]
Fax: [●]

Any such notice or demand shall be deemed to have been served at the time of delivery, if delivered by hand or courier.

The Guarantor may change its nominated addresses for delivery of communications, demands or claims by prior written notice to the Employer.

IN WITNESS WHEREOF the Guarantor hereto has caused this Guarantee to be executed by its duly authorised representatives as of the day, month and year first above written.

For and on behalf of [●] through its authorised signatory

SIGNATURE

Name[●]



Designation: [●]

.....

IN THE PRESENCE OF
WITNESSES:

SIGNATURES

1- Name:
Address:
CNIC / Passport No.:

.....

2- Name:
Address:
CNIC / Passport No.:

.....

SCHEDULE E: FORM OF PERFORMANCE SECURITY

....., 2021

To:

[●]

[Insert Address]

Performance SECURITY No. (the **Security**)

We, [●]², being the Security issuing bank (the Issuing Bank) understand that the following parties have entered into an agreement entitled “SUPPLY, CONSTRUCTION, OPERATIONS AND MAINTENANCE AGREEMENT” dated, 2021 (the **Agreement**):

- (a) Sindh Mass Transit Authority, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at [●], Pakistan (the **Employer**); and
- (b) [●], a Supplier incorporated under the laws of [●] having its registered office located at [●] (the **Supplier**).

Further, we understand that pursuant to the Notification of Award dated [●] (the “**Notification of Award**”) and the Agreement, the Supplier is required to provide the Employer with a performance Security equal to [●] [●]/- ([●] [●]) and maintain the same in accordance with the terms of the Agreement.

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Employer , without any notice, reference or recourse to the Supplier or to any other entity or without any recourse or reference to the Notification of Award, Agreement or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●] [●])

(the Guaranteed Amount)

at sight and immediately, however not later than [three (3)] business days from the date of receipt of the Employer’s first written demand (the **Demand**) at the Issuing Bank’s offices located at [●] or through SWIFT instructions transmitted by the Employer’s bank (i.e. Sindh Bank) , on behalf of the Employer, to the Issuing Bank, such Demand stating:

- (a) that the Supplier is in breach of its obligations towards the Employer:
 - (i) specifying the breach and, if applicable, requesting the Supplier to cure the breach;
 - (ii) if applicable, certifying that the Supplier has failed to remedy the breach within the period allowed for remedial action; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Employer; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Employer’s bank (i.e. Sindh Bank) , on behalf of the Employer.

² Insert name of Issuing Bank;

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Security at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Security, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Security shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Security and our obligations hereunder will expire on the earlier of:

- (i) [●] (the **Performance Security Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Performance Security Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Security equal the Guaranteed Amount.

Upon expiry, this Security shall be returned to the Supplier without undue delay. Multiple Demands may be made by the Employer under this Security but our aggregate liability will be restricted up to the Guaranteed Amount.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Employer and the Supplier of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Employer, the Supplier or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Security for its validity period shall not be affected in any manner by any change in our constitution or of the Supplier's constitution or of their successors and assignees and this Security shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Security.

If one or more of the provisions of this Security are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Security.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Security, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Security is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where the Security was issued, we agree that the laws of Pakistan shall prevail. Further, that the signatory(ies) to this Security is/are our duly authorized officer(s) to execute this Security.

This Security and all rights and obligations arising from this Security shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Security is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Security is issued.

This Security is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Security and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Security shall prevail.

.....

Name:

Designation:

SCHEDULE F: FORM OF WARRANTY BOND

....., 2021

To:

[●]

[Insert Address]

WARRANTY BOND NO. (the “**Bond**”)

We, [●]³, being the Bond issuing bank (the “**Issuing Bank**”) understand that the following parties have entered into an agreement entitled “SUPPLY, CONSTRUCTION, OPERATIONS AND MAINTENANCE AGREEMENT” dated, 2021 (the “**Agreement**”):

- (a) **SINDH MASS TRANSIT AUTHORITY**, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at [●], Pakistan (the “**Employer**”); and
- (b) [●], a Supplier incorporated under the laws of the [●] having its registered office located at [●] (the “**Supplier**”).

Further, we understand that the Supplier is required to provide the Employer with a warranty bond equal to [●] [●]/- ([●] [●]) and maintain the same in accordance with the terms of the Agreement.

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Employer, without any notice, reference or recourse to the Supplier or to any other entity or without any recourse or reference to the Agreement or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●][●])
(the “**Guaranteed Amount**”)

at sight and immediately, however not later than [three (3)] business days from the date of receipt of the Employer’s first written demand (the “**Demand**”) at the Issuing Bank’s offices located at [●] or through SWIFT instructions transmitted by the Employer’s bank (i.e. the Sindh Bank) , on behalf of the Employer, to the Issuing Bank, such Demand stating:

- (a) that the Supplier is in breach of its obligations towards the Employer:
 - (i) specifying the breach and, if applicable, requesting the Supplier to cure the breach;

³ Insert name of Issuing Bank.

- (ii) if applicable, certifying that the Supplier has failed to remedy the breach within the period allowed for remedial action; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Employer; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Employer's bank (i.e. the Sindh Bank) , on behalf of the Employer.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Bond at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bond, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Bond shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Bond and our obligations hereunder will expire on [●] (the **“Warranty Bond Original Expiry Date”**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Warranty Bond Original Expiry Date, the Issuing Bank shall honour that Demand.

Upon expiry, this Bond shall be returned to the Supplier without undue delay. Multiple Demands may be made by the Employer under this Bond but our aggregate liability will be restricted up to the Guaranteed Amount.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Employer and the Supplier of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Employer, the Supplier or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bond for its validity period shall not be affected in any manner by any change in our constitution or of the Supplier's constitution or of their successors and assignees and this Bond shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed, or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bond.

If one or more of the provisions of this Bond are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bond.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bond, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bond is issued. Further, that the signatory(ies) to this Bond is/are our duly authorized officer(s) to execute this Bond.

This Bond and all rights and obligations arising from this Bond shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Bond is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bond is issued.

This Bond is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Bond and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Bond shall prevail.

.....
Name:
Designation:

SCHEDULE G: KEY PERFORMANCE INDICATORS

NOT APPLICABLE

SCHEDULE H: TERM EXPIRY CRITERIA

Term Expiry Criteria means the Supplier fulfilling each of the following criteria:

- (a) all Supplier's Obligations have been completed and fulfilled as per this Agreement;
- (b) all reports under this Agreement have been submitted to the Employer;
- (e) the Supplier has settled and paid the Employer all amounts that are due to the Employer pursuant to the terms and conditions of this Agreement;

SCHEDULE I: RELEASE CERTIFICATE

Date:

To,

[**THE SUPPLIER**],
[Address]

REFERENCE: RELEASE CERTIFICATE

Dear Sir/Madam,

We, [*INSERT SUPPLIER NAME*] (the **Employer**), hereby refer you, the Supplier to the agreement entitled “Supply, Construction, Operations and Maintenance Agreement” entered into between the Employer and the Supplier on [●], 202[1] (the **Agreement**).

Unless defined herein, all capitalized terms shall bear the meaning ascribed thereto in the Agreement.

Further to the written notice issued by you to the Employer dated [●], as attached hereto at Exhibit A (the **Supplier Request Notice**), the Employer hereby issues this Release Certificate and confirms satisfaction of the Term Expiry Criteria on [●].

IN WITNESS WHEREOF, the Employer has caused this Release Certificate to be executed by its duly authorized representative.

For and on behalf of,
[*INSERT SUPPLIER NAME*]

.....

Name:
Designation:

WITNESS I

.....
Name:
CNIC:-

WITNESS II

.....
Name:
CNIC:

RELEASE CERTIFICATE - EXHIBIT A – SUPPLIER REQUEST NOTICE

Date:

To,

[*INSERT SUPPLIER NAME*],
[*insert address*].

REFERENCE: NOTICE TO REQUEST ISSUANCE OF RELEASE CERTIFICATE

Dear Sir/Madam,

We, the Supplier hereby refer you, [●] (the **Employer**), to the agreement entitled “Supply, Construction, Operations and Maintenance Agreement” entered into between the Employer and the Supplier on [●], 20[21] (the **Agreement**).

Unless defined herein, all capitalized terms shall bear the meaning ascribed thereto in the Agreement.

Pursuant to and in accordance with the terms of the Agreement, the Supplier hereby confirms that each of the Term Expiry Criteria has been met and satisfied.

Based on the foregoing, the Supplier hereby issues this notice to the Employer requesting the issuance of the Release Certificate by the Employer in accordance with the terms of the Agreement

IN WITNESS WHEREOF, the Supplier has caused this notice to be executed by its duly authorized representative as of the day of, 20.....

For and on behalf of,
THE SUPPLIER

.....

Name:
Designation:

WITNESS I

WITNESS II

.....

.....

Name:

Name:

CNIC:

CNIC:

SCHEDULE J: LIST OF SUB-CONTRACTORS

Not Applicable

SCHEDULE K: INSURANCE

SUPPLIER'S SUPPLY PERIOD INSURANCES:

Within [five (5) days] of the Effective Date, and throughout the Supply Period of the Agreement the Supplier shall procure and maintain the following insurance coverage, at its own cost:

- A. Inland transit insurance from Karachi Port to Bus Depot; and
- B. *[Any insurance(s) customary to the construction sector].*

EMPLOYER'S INSURANCE:

The Employer shall maintain the following insurance coverage:

- A. *[to be inserted]*

With regard to the insurance policies, the Employer or the Employer's insurer shall provide thirty (30) days (except ten (10) days in the event of cancellation for non-payment of premium) written notice to the Supplier in the event of cancellation or change.

FAILURE TO MAINTAIN INSURANCE:

Failure by either Party to maintain any insurance required under this **Schedule K (Insurances)** shall constitute a material breach of this Agreement.

SCHEDULE L: CONSENTS

[to be inserted within ten (10) days of Effective Date]

SCHEDULE M: INDICATIVE FORM OF LETTER OF CREDIT

Note: the attached form of the Letter of Credit is indicative in nature and subject to finalization by the parties within XX of the Signing Date

Form of Letter of Credit SSUING BANK

	49	
		advising bank/Confirming bank:
40a		form of l/c IRREVOCABLE
20		our reference
31c		date of issue
40E		applicable rules ucp latest version
31D		date and place of expiry XXXX
50		applicant
59		beneficiary
32b		currency and amount XX% OF TOTAL CONTRACT VALUE XXXX
39a		percentage [Schedule to be inserted]
41d		available with / by ANY XXXX BY NEGOTIATION at sight
43p		partial drawings / shipments ALLOWED
43t		transhipment NOT ALLOWED
44a		dispatch from / by

- ANY PORT IN XXXX / BY SHIP
- 44b for transportation to
ANY PORT IN XXXX / XXXX / BY SHIP
- 44c latest date of shipment
XX days after receiving the an irrevocable confirmed Letter of Credit
(L/C) opened in favor of XXXXXXXX
- 44E port of loading/airport of departure
ANY PORT, XXXX
- 44F port of discharge/airport of destination
XXXX
- 45ab description of goods and / or services
XXXXXX
- 46ab documents required for drawdown
[Lists of documents to be inserted]
- 71b commissions / charges
all commissions and charges are for applicant's account.
- 48 period for presentation of documents
documents must be presented within XX days.
- 49 confirmation instructions
without
- 47A additional conditions
latest date of the shipment under 44c and date of expiry under 31d is
depending on beneficiary's receipt of down payment and opening of this
L/C.
Any amendmend cost due to delay in one of these dates above are on
applicant's account.
- 78: Instructions to advising/reimbursing bank

SCHEDULE P: INCENTIVE PAYMENT

Not Applicable

SCHEDULE Q: LOSS OF REVENUE

Not applicable

SCHEDULE R: SCHEDULE OF PAYMENT SCHEDULE

TERMS OF PAYMENTS	PAYMENT MILESTONES FOR SUPPLY COST
Advance Payment	<ul style="list-style-type: none"> ▪ Thirty (30) percent of the Supply Cost payable within ten (10) days of opening of the Letter of Credit provided the Supplier has delivered the Advance Payment Security.
Interim Payment 1	<ul style="list-style-type: none"> ▪ <u>On Shipment From Country of Origin:</u> 37.0% of the Supply Cost on shipped/cargo from the country of origin of the Goods. The Employer shall deduct and retain an amount of 5% as “Retention Money”.
Interim Payment 2	<ul style="list-style-type: none"> ▪ <u>On delivery at the Delivery Point in Karachi:</u> 15% of the Supply Cost on delivery to the Delivery Point (Karachi, Pakistan). The Employer shall deduct and retain an amount of 5% as “Retention Money”.
Interim Payment 3	<ul style="list-style-type: none"> ▪ <u>On Issuance of Certificate of Compliance for the Batch of Goods:</u> 13% of the Supply Cost on issuance of Certificate of Compliance for Batch of Goods. The Employer shall deduct and retain an amount of 5% as “Retention Money”.
Interim Payment 4	<ul style="list-style-type: none"> ▪ <u>Upon expiry of Initial Maintenance Period:</u> 5.0% of the Supply Cost upon expiry of Initial Maintenance Period. All amounts retained as “Retention Money” will also be paid.

SCHEDULE S: STANDING INSTRUCTIONS

[ON THE LETTERHEAD OF THE EMPLOYER]

DATE: [●]

REFERENCE: [●]

TO,

[INSERT TITLE]

[INSERT NAME OF BANK]

[INSERT BRANCH]

[INSERT ADDRESS]

PAKISTAN,

RE: STANDING INSTRUCTIONS IN RESPECT OF REVENUE COLLECTION ACCOUNT

Dear Sir/Madam,

1. ISSUANCE OF STANDING INSTRUCTIONS NOTICE

We, **SINDH MASS TRANSIT AUTHORITY**, (through _____) (the **EMPLOYER**) refer you, [INSERT BANK NAME] (a banking Supplier established under the laws of Pakistan having its registered office located at [●]) (the **Account Bank**) to the following bank account established and maintained in the name of the Employer at the Account Bank's branch located at [●]:

Account Number [●], Account Title [●] (the **Revenue Collection Account**);

We, the Employer, hereby issue this notice (the **Standing Instructions Notice**) containing the Standing Instructions (as defined below) for the maintenance and operation of the Revenue Collection Account and for matters relating to the same.

2. DEFINITIONS

In this Standing Instructions Notice, the following capitalized words shall bear the meaning ascribed to the same as below:

- (a) **Account Bank** shall bear the meaning ascribed thereto in Paragraph 1;
- (b) **Agreement** means the agreement entitled 'Supply, Construction, Operations and Maintenance Agreement' dated [●], 2021 and entered into between Employer and the Supplier in relation to the Project;
- (c) **Supplier** means [●];

- (d) **Supplier Payment Account** means the account established by the Supplier with the Supplier Payment Account Bank bearing the Account [●], bearing the Account Title ‘[●]’;
- (e) **Supplier Payment Account Bank** means [●], corporate centre branch located at [●], Pakistan;
- (f) **Employer** means the SINDH MASS TRANSIT AUTHORITY, a statutory body constituted pursuant to Section 4 of the SMTA Act with its office located at [●], Pakistan;
- (g) **Incentive Payment** means the amount payable to the Supplier as set out in the Independent Expert Certificate;
- (h) **Incentive Payment Invoice** means the invoice issued by the Supplier to the Employer for the payment of the Incentive Payment, annexed to the Independent Expert Certificate;
- (i) **Independent Expert Certificate** means the certificate(s) to be issued by the Independent Expert, from time to time, to the Account Bank setting out, in respect of the O&M Fees and/or the Incentive Payment, the Payment Date and the Payable Amount along with the Supplier’s Invoice and/or the Incentive Payment Invoice, annexed thereto;
- (j) **Invoice** means the invoice issued by the Supplier to the Employer for the payment of the O&M Fees, annexed to the Independent Expert Certificate;
- (k) **O&M Fees** means the fees payable to the Supplier by the Employer, in consideration of the services provided by the Supplier in terms of the Agreement;
- (l) **Payable Amount** means the amount due and payable to the Supplier as set out in the Independent Expert Certificate;
- (m) **Payment Date** means the due date for payment of the Payable Amount as set out in the Independent Expert Certificate;
- (n) **Project** means the Sindh Intra-District Peoples Bus Service Project for Karachi, Hyderabad, Sukkur, Larkhana, Mirpurkhas & SBA;
- (o) **Revenue Collection Account** shall bear the meaning ascribed thereto in Paragraph 1;
- (p) **SMTA Act** means the Sindh Mass Transit Authority Act, 2014 (as may be amended, modified, supplemented, extended or re-enacted from time to time);

- (q) **Standing Instructions** means the legally binding, enforceable and irrevocable (subject to Paragraph 5.1 and Paragraph 5.3 below) standing instructions contained in this Standing Instructions Notice for the operation and maintenance of the Revenue Collection Account;
- (r) **Standing Instructions Notice** shall bear the meaning ascribed thereto in Paragraph 1.

3. **INTERPRETATION**

3.1 In this Standing Instructions Notice:

- (a) Words importing the singular shall include the plural or vice versa.
- (b) Save where the contrary is indicated, any reference to:
 - (i) a Paragraph or an Annexure shall be construed as a reference to a paragraph or an annexure of this Standing Instructions Notice;
 - (ii) any instrument, memorandum, agreement, contract or document shall be construed as a reference to that instrument, memorandum, agreement, contract or document (together with any recitals or sections thereto) all as amended, varied, restated, novated or supplemented from time to time;
 - (iii) any person shall be construed so as to include their respective administrators, successors in interest and permitted assigns from time to time;
 - (iv) a statute, enactment or order shall be construed as a reference to such statute, enactment or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity therefrom;
 - (v) the words ‘including’ and ‘includes’ and any grammatical variants of those words, will be read as if followed by the words ‘without limitation;’
 - (vi) a reference to a person shall be construed to include a juridical person; and
 - (vii) a time of day shall be construed as a reference to Pakistan Standard Time.

- (c) Headings are for ease of reference only and shall be ignored in construing this Standing Instructions Notice.
- (d) The Annexures (if any) appended to this Standing Instructions Notice shall form an integral part of this Standing Instructions Notice.

4. THE INSTRUCTIONS IN RESPECT OF MATTERS RELATING TO THE REVENUE COLLECTION ACCOUNT

- 4.1 The Employer hereby instructs the Account Bank to debit the Revenue Collection Account on each Payment Date (upon receipt of Independent Expert Certificate relating to such Payment Date) in an amount equal to the relevant Payable Amount and credit the same to the Supplier Payment Account.

5. REVOCATION AND AMENDMENT OF STANDING INSTRUCTIONS

- 5.1 The Standing Instructions (or any part thereof) in respect of the Revenue Collection Account, issued by the Employer may be revoked:

- (a) pursuant to a written revocation notice duly executed and confirmed by the authorized representatives of the Employer and the Supplier; or
- (b) occurrence of any circumstances which entitle the Employer to termination under Section 11.2 (*Termination for Supplier's Default*) of the Agreement, irrespective of whether notice of termination has been given,

in each case acknowledged by the Account Bank.

- 5.2 The Revenue Collection Account shall be strictly operated and maintained in accordance with the Standing Instructions.

- 5.3 The Standing Instructions may be amended at any time pursuant to a written notice issued by the Employer to the Account Bank instructing amendment of the Standing Instructions (or any part thereof) and the same shall be confirmed and acknowledged by the Account Bank, provided, that such notice shall be only effective if the same is also duly signed by the authorized representatives of the Employer and the Supplier.

6. SEVERABILITY

- 6.1 If for any reason whatsoever any provision of this Standing Instruction Notice is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Account Bank and the Employer, will negotiate in good faith with

a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

7. GOVERNING LAW & DISPUTE RESOLUTION

7.1 This Standing Instructions Notice shall be governed by and construed in accordance with the laws of Pakistan and the courts of law at Karachi, Pakistan with competent jurisdiction shall entertain all disputes arising hereunder.

FOR AND ON BEHALF OF

THE EMPLOYER

.....

NAME:

DESIGNATION:

ACKNOWLEDGMENT AND CONSENT NOTICE:

We, the Account Bank, hereby undertake the following:

1. we have received the Standing Instructions Notice issued by the Employer and we hereby acknowledge the receipt of the same;
2. we have reviewed and understand all the provisions, terms and conditions as stipulated in the Standing Instructions Notice;
3. by signing this acknowledgement and consent notice, we hereby confirm our acceptance to all the instructions as stipulated in the Standing Instructions Notice and all the terms and conditions stated therein; and
4. we shall act in accordance with the instructions of the Employer, as stipulated in the Standing Instructions Notice, subject to the same being in conformity with applicable laws (including the State Bank of Pakistan circulars, notifications and directions issued, from time to time).

By confirming, signing and delivery of this acknowledgment and consent notice to the Employer, certified true copies of the same are also being sent to the Supplier.

This acknowledgement and consent notice is being signed by a duly authorised representative of the Account Bank.

FOR AND ON BEHALF OF

THE ACCOUNT BANK

.....

NAME:

DESIGNATION:

SCHEDULE T: SCHEDULE OF DELIVERY

SUPPLY OBLIGATIONS				
Supply diesel double decker Buses for Karachi Peoples Bus Service Project				
Item No.	Name of Supply Obligations	Description	Unit of Measurement	Quantity
List of Buses and Spare Parts				
1	Supply of Diesel Double Decker Buses			50
2	Supply of full Spare Parts package		Lump sum	2
3	Supply of tools and diagnostic equipment for Buses		No.	2
List of Services as part of Supply Obligations				
5	Maintenance supervision of Buses	Refer to Schedule A (<i>Supplier's Scope of Work and Employer's Requirements</i>) for detail description	Month	24
6	Maintenance training program		Lump sum	1
7	Driver training program		Lump sum	1
8	Completion of full vehicle homologation, registration and licensing for Buses		Lump sum	1
9	Cost of Inland Transport and associated insurance for supply of Buses Delivery Points at respective depots	Section 7.21 (<i>Insurance</i>) and Schedule K (<i>Insurance</i>)	Lump sum	1

Delivery and Completion Schedule

The delivery period shall start from the issuance of diesel double deckerBuses Effective Date.

Item No.	Description of Buses - Supply Obligations	Delivery Schedule (Duration)	Location	Required Delivery Date of diesel double deckerBuses & Spare Parts or Completion Date for other Supply Obligations
SUPPLY OF DIESEL DOUBLE DECKERBUSES				
1.	Supply of diesel double deckerBuses	i. Submission of Concept Design for Buses: Within 10 days from the Effective Date ii. Approval of Concept Design for Buses: Within 10 days from the submission of Concept Design iii. Submission of Detailed Design for diesel double deckerBuses: Within 10 days from the approval of Concept Design iv. Approval of Detailed Design for diesel double deckerBuses: Within 10 days from the submission of Detailed Design v. Production and testing of first full unit at factory for diesel double deckerBuses (prototype bus): Within 15 days from the approval of Detailed Design vi. Submission of Final Production Bus Design for diesel double deckerBuses: Within 10 days of issuance of the Prototype Test Acceptance Certificate vii. Approval of Final Production Bus Design for diesel double deckerBuses: Within 10 days from submission of the Final Production Bus Design	Karachi	<ul style="list-style-type: none"> ▪ Single batch/tranche of the quantities within Three (03) months from the Effective Date

Item No.	Description of Buses - Supply Obligations	Delivery Schedule (Duration)	Location	Required Delivery Date of diesel double deckerBuses & Spare Parts or Completion Date for other Supply Obligations
		viii. Delivery of complete batch/tranche of Buses comprising of 20 Nos, 9meter buses: Within 60 days from the approval of Prototype Bus and issuance of Prototype Test Acceptance Certificate		
		ix. Warranty for the diesel double deckerBuses, Spare Parts and components (excluding Bus Batteries i.e., battery packs and electric motors) over a period of twenty four (24) months from the delivery of the diesel double deckerBuses and Spare Parts whereas warranty for Batteries i.e., battery packs and electric motors shall be for 12-years or 1.2 million kilometers of service, whichever milestone occurs first.	Karachi	<ul style="list-style-type: none"> ▪ Warranty effective from the diesel double deckerBuses Delivery Date (including issuance of the diesel double deckerBuses Certificate of Compliance) for each Bus for a period of Twenty Four (24) months (subject to any extensions thereof) in accordance with Section 12 (Warranty) of the Agreement. ▪ Warranty for diesel double deckerBuses Bus Batteries shall be effective from the diesel double deckerBuses Delivery Date (including issuance of the Certificate of Compliance) for each Bus through the Bus's 12 year life or 1.2 million kilometers of service, whichever milestone occurs first.

Item No.	Description of Buses - Supply Obligations	Delivery Schedule (Duration)	Location	Required Delivery Date of diesel double deckerBuses & Spare Parts or Completion Date for other Supply Obligations
2.	Supply of full diesel double deckerBuses Spare Parts package for Buses from the delivery of the first Bus through the duration of the Contract	Spare parts delivered in a timely manner to ensure availability during the Initial Maintenance Period (following which Supplier shall continue to liable to procure all Spare Parts in accordance with the Agreement)	Karachi	Sufficient diesel double deckerBuses Spare Parts available from the date of delivery of Buses for a period of Twenty Four (24) months warranty in accordance with Section 12 (<i>Warranty</i>) of the Agreement.
3.	Supply of tools and diagnostic equipment for each depot diesel double deckerBuses	Maintenance tools	Karachi	Maintenance tools delivered from the date of the first Bus delivery
List of Services				
4.	Maintenance supervision of diesel double deckerBuses		Karachi	Maintenance Supervision provided for period of twelve (12) months from the date of delivery of the last diesel double deckerBus.
5.	Maintenance training program		Karachi	Initial maintenance training program shall be completed within maximum of six (06) months from Effective Date. Final maintenance training program shall be completed one (1) month prior to expiry of the Initial Maintenance Period.
7.	Driver training program		Karachi	Driver training program shall commence within

Item No.	Description of Buses - Supply Obligations	Delivery Schedule (Duration)	Location	Required Delivery Date of diesel double deckerBuses & Spare Parts or Completion Date for other Supply Obligations
				<p>six (06) months after Effective Date.</p> <p>Driver training program shall be completed within two (02) months after commencement of the same.</p>
8.	Completion of full vehicle homologation, registration and licensing for diesel double deckerBuses	Homologation, registration, and licensing of each diesel double deckerBuses to be completed at time of Bus delivery	Karachi	Full homologation, registration, and licensing of each diesel double deckerBus to be completed within thirty (30) days' time of Bus delivery
9.	Cost of Inland Transport and associated insurance for supply of diesel double deckerBuses at Depot Delivery Point		Karachi	

SCHEDULE U: TERMINATION PAYMENT

FOR TERMINATION PRIOR TO COMMENCEMENT DATE

Termination Payment = Bus Supply Cost * 84% - Interim Payments already paid)

Where:

SCHEDULE V: CALCULATION OF CONTINGENCY AMOUNT

Upfront Contingency Amount = [Supply Cost (USD) * TT&OD composite (selling) exchange rates (PKR/USD) on the Calculation Date * (105%)] – [[Net Supply Cost (USD) * Conversion Rate] + Discounted Cost (PKR)]

Additional Contingency Amount = [Supply Cost (USD) * Conversion Rate on the Calculation Date] – [Discounted Cost (PKR) + Upfront Contingency Amount + Net Supply Cost (USD) * Conversion Rate + any previously funded Additional Contingency Amount].

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**GOVERNMENT OF SINDH
SINDH MASS TRANSIT AUTHORITY
TRANSPORT & MASS TRANSIT DEPARTMENT**



**Sindh
Mass Transit
Authority**

SUPPLY OF GOODS - 50 DOUBLE DECKER DIESEL BUSES

NOTICE INVITING TENDER

The Sindh Mass Transit Authority (SMTA) Government of Sindh invites sealed bids from interested reputed National / International companies for the Supply of Goods - 50 Double Decker Diesel Buses under ADP Scheme as per SPPRA Rules (International Bidding) under Single Stage Two Envelope through EPAD System.

Eligibility: Reputable Manufacturer, either itself or through authorized local partner / agent / representative for the specific tender.

The Bidder shall be registered in Federal Board of Revenue (FBR) as an active tax payer and from other relevant tax Authorities if applicable.

Foreign Entities: Tax certificate of the country duly attested by Pakistan Consulate of their country.

Financial bids of only Technically qualified Bidders shall be opened. However, Financial Bids of technically disqualified bidders shall be returned un-opened. The date and time of opening of financial bids shall be communicated later.

Sr. No.	Title of Work	Bid Security	Dead line for submission of bids	Technical bid opening Date and time	Tender fee (non-refundable)
(i)	Supply of Goods - Double Decker Diesel Buses under ADP scheme 2987 (11 buses)	Lump sum 50 Million along with technical bid.	04-06-2026 11:30 a.m. PST	04-06-2026 at 12:00 Noon PST	PKR 5000/=
(ii)	Supply of Goods - Double Decker Diesel Buses under ADP scheme 3012 (39 buses)				
Total No of Buses= 50					

- The tender documents may be purchased from the following address on submission of a written application from 06-05-2026 to 04-06-2026. The same document may be downloaded and submitted from SPPRA, website (EPAD System). However, detail scope of work and other Terms & Conditions (ToRs) including all criteria are provided in the bidding document.
- Tender document's fee and bid security shall be, in the form of pay order, in favor of Sindh Mass Transit Authority; however the pay order for Bid Security and tender fees must be submitted physically with bids at address given below.
- The SMTA, reserves the right to reject all or any bid as per the relevant provisions of Sindh Public Procurement Rules 2010, (Amended time to time)
- In case of holiday, bids will be submitted / opened on next working day.
- In case of any reasons, if tenders are not responded to by the above date, the tenders will be reissued from 05-06-2026 to 02-07-2026. The Bids, comprising all the required documents, shall be delivered on or before 02-07-2026 till 11:30 a.m. (Pakistan Standard Time) The bids shall be opened on the same day at 12:00 Noon.

Pre-bid Meeting: 14th May 2026 (Thursday) at 12:00 Noon
Queries must be sent to smta.tmta@gmail.com by 10 a.m., 14th May 2026.

ADDRESS:

Director, Infrastructure & Planning
Sindh Mass Transit Authority
Government of Sindh,
Office D-43/1, Shakra-e-Ghalib, Block 2,
Clifton, near Bilawal Chowrang, Karachi,
Phone: 021-99332207-8.



Sindh
Mass Transit
Authority

گورنمينت آف سنڌ سنڌ ماس ٽرانزٽ اتارٽي

ٽرانسپورٽ اينڊ ماس ٽرانزٽ ڊپارٽمينٽ
سپلائي آف گبز - 50 ڊبل ڊيڪر ڊيزل بسون



ٽينڊر گھرائڻ لاءِ نوٽيس

سنڌ ماس ٽرانزٽ اتارٽي (SMTA) حڪومت سنڌ پاران خواهشمند سٺي ساڪ رڪنڊڙ قومي / بين الاقوامي ڪمپنين کان سپلائي آف گبز-50 ڊبل ڊيڪر ڊيزل بسون انڊر اي ڊي پي اسڪيم ايس پي آري رولز (انٽرنيشنل واک) تحت سنڌل اسٽيج ٽو اينويلڊ EPAD سسٽم جي طريقيڪار سان مهربند واک گھرائڻ ٿا. سٺي ساڪ رڪنڊڙ مينوفڪچررز، توڙي هو پاڻ يا مجاز لوڪل پارٽنر / ايجنٽ / نمائندي وسيلي مقرر ٿيندڙ تحت هجن. واک ڏيندڙ فيڊرل بورڊ آف روينيو (FBR) گڏ ايڪٽو ٽيڪس ادا ڪندڙ ۽ بين لاڳاپيل ٽيڪس اختيارين وٽ جتي لاڳو هجي رجسٽرڊ هئڻ گھرجن. غير ملڪي گھرجون: ملڪ جو جاري ٿيل ٽيڪس سرٽيفڪيٽ جيڪو پاڪستان ۾ سندس ڪائونسلٽ وٽان تصديق ٿيل هئڻ گھرجي. فقط ٽيڪنيڪلي ڪواليفائيڊ واک ڏيندڙن جا فنانشل واک ڪوليا ويندا. بهرحال ٽيڪنيڪلي نا اهل واک ڏيندڙن جا فنانشل واک اڻ کليل واپس ڪيا ويندا. فنانشل واکن جي ڪولڻ جي تاريخ ۽ وقت جو بعد ۾ اطلاع ڪيو ويندو.

S#	ڪم جو ٽائيتل	واڪ سيڪيورٽي	واڪ جمع ڪرائڻ جي آخري تاريخ	ٽيڪنيڪل واک ڪولڻ جي تاريخ ۽ وقت	ٽينڊر في (ناقابل واپسي)
01	سپلائي آف گبز - ڊبل ڊيڪر ڊيزل بسون انڊر اي ڊي پي اسڪيم - 2987 (11 بسون)	لمپ سمر 50 ملين ٽيڪنيڪل واک سميت	04-06-2026 تي صبح 11:30 وڳي تائين PST	04-06-2026 تي منجهند 12:00 وڳي تائين PST	5000 پاڪستاني رپيا
02	سپلائي آف گبز - ڊبل ڊيڪر ڊيزل بسون انڊر اي ڊي پي اسڪيم - 3012 (39 بسون) ٽوٽل بسن جو تعداد = 50				

1. ٽينڊر دستاويز هيٺ ڄاڻايل ايڊريس تان لکت ۾ درخواست ڏيڻ تي 06-05-2026 کان 04-06-2026 تائين خريد ڪري سگهجن ٿا. ساڳيا دستاويز ايس پي آري جي ويب سائيت (اي پيڊ سسٽم) تان پڻ ڏانهن لوڊ ڪري سگهجن ٿا. جڏهن ته ڪم جي اسڪوپ جو تفصيل ۽ ٻيا شرط ۽ ضابطا (TORS) گڏ گھربل معيار واک دستاويزن ۾ ڏنل آهي.
2. ٽينڊر دستاويز ۽ واک سيڪيورٽي پي آرڊر جي صورت ۾ بحق سنڌ ماس ٽرانزٽ اتارٽي جي جاري ٿيل شامل هئڻ گھرجي جڏهن ته واک سيڪيورٽي جو پي آرڊر ۽ ٽينڊر في لازمي طور هيٺ ڄاڻايل ايڊريس تي هٿو هٿ پيش ڪرڻي آهي.
3. SMTA اهو حق محفوظ رکي ٿي ته هو ڪوبه هڪ يا سمورا واک سنڌ پبلڪ پروڪيورمينٽ رولز 2010 (وقت بوقت ترميم ڪيل) تحت رد ڪري سگهي ٿي.
4. موڪل هئڻ جي صورت ۾ واک ورنڊڙ ڪم ڪار واري ڏينهن تي پيش ڪيا/ڪوليا ويندا.
5. جيڪڏهن ڪنهن سبب ڪري مٿي ڄاڻايل تاريخ تي ٽينڊر وصول نه ٿي سگهيا ته اهي 05-06-2026 کان 02-07-2026 تائين ٻيهر جاري ڪيا ويندا. واک جيڪي گھربل دستاويزن سميت تاريخ 02-07-2026 تي يا ان کان اڳ صبح 11:30 وڳي تائين (پاڪستان اسٽينڊرڊ ٽائيم) وصول ڪيا ويندا ۽ واک ساڳئي ڏينهن تي منجهند 12:00 وڳي ڪوليا ويندا. پري بڊ ميٽنگ: 14 مئي، 2026 تي منجهند 12:00 وڳي ڪوآريز لازمي طور smta.tmttd@gmail.com تي صبح 10 وڳي 14 مئي، 2026 تائين موڪليون وڃن.

ايڊريس:

ڊائريڪٽر انفراسٽرڪچر اينڊ پلاننگ

(سنڌ ماس ٽرانزٽ اتارٽي) گورنمينٽ آف سنڌ

آفيس D-43/1، شاهراهه غالب بلاڪ-2، ڪلفٽن ويجهو بلاول چورنگي، ڪراچي
فون: 8-021-99332207

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