**SINDH MASS TRANSIT AUTHORITY (SMTA)**

**GOVERNMENT OF SINDH**

# REQUEST FOR PROPOSALS (RFP)

**FOR**

# HIRING OF A BUS OPERATOR FOR THE

# OPERATIONS, MAINTENANCE, AND MANAGEMENT (O&M) OF FIFTY (50) DIESEL DOUBLE-DECKER BUSES ON DESIGNATED CORRIDORS IN KARACHI

**ISSUED ON: NOVEMBER 24, 2026**

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# LETTER OF INVITATION

The Sindh Mass Transit Authority (the "Employer") invites sealed Technical and Financial Proposals on a Single-Stage, Two-Envelope basis from eligible, qualified firms and consortia for the Five (05) Year Operations, Maintenance, and Management (O&M) Concession of Fifty (50) Government-owned Diesel Double-Decker Buses on designated corridors in Karachi.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meanings ascribed thereto in this Request for Proposals (RFP).

The Employer "Sindh Mass Transit Authority" (SMTA) is a government entity established under the Sindh Mass Transit Authority Act, 2014 (Act No. XXIX of 2016) operating under the administrative control of the Government of Sindh's Transport and Mass Transit Department, with full provincial jurisdiction across Sindh wherein the Authority is expressly authorized to plan, regulate, license, contract, operate, and maintain mass transit systems encompassing all road-based transit facilities, feeder services, and designated bus corridors.

Under this landmark public transport initiative, GoS aims to introduce high-capacity, safe, comfortable, and reliable mass transit operations on two premier trunk corridors in Karachi:

1. **Route No. 1: Karachi Bus Terminal (KBT / Sohrab Goth) to Tower** via Shahrah-e-Pakistan, Water Pump, Naseerabad, Ayesha Manzil Chowrangi, Karimabad Meena Bazaar, Liaquatabad 10 Number Bus Stop, Super Market, Daak Khana, Liaquatabad No. 02, Teen Hatti Flyover, Martin Quater Road, Gurumandir Chowrangi, Numaish, Plaza, Radio Pakistan, Eidgah Cloth Market, Light House / KMC Head Office, Bolton Market, and Tower **(Corridor Length: 32.0 km)**;

2. **Route No. 2: Habib University to McDonald's Seaview** via Munawar Chowrangi, Darul Sehat Hospital, Johar Morr, Askari-IV, Drigh Road Station, PAF Base Faisal, Karsaz, Awami Markaz, Fine House, Lal Kothi, Nursery, FTC, SIUT (ex-Regent Plaza), JPMC, Kidney Centre, School Road, Cantt Station, Chartered Accountant Road, Khayaban-e-Iqbal (Main Clifton Road), Teen Talwar, Do Talwar, Hatim Ali Alvi Road, Abdullah Shah Ghazi, and McDonald's Seaview **(Corridor Length: 25.0 km)**.

The Government of Sindh shall not provide a bus depot or land parcel for this Concession. The Concessionaire shall be exclusively responsible for providing, securing, licensing, operating, and maintaining its own operational bus depot facility measuring not less than Two and a Half (2.5) contiguous Acres within the territorial jurisdiction of Karachi, equipped with heavy-duty inspection pits, automated bus washing plants, component overhaul bays, fueling interface, secure parking for Fifty (50) double-decker units, and administrative offices meeting the Minimum Depot Standards specified in Annexure G.

The bidding parameter is the Concessionaire Operational Expenditure per Passenger ('OpEx per Passenger'), representing the operator's total per-passenger operational remuneration (covering driver/conductor salaries, private depot operations, routine and preventative maintenance, lubricants, tires, spare parts, insurance, overheads, and profit margin), strictly excluding diesel fuel costs. The financial bid is subject to a mandatory Bidding Ceiling of PKR 65.00 per passenger. Bidders are mandatorily required to submit an itemized O&M Cost Breakup in Bidding Form F2; financial proposals lacking this itemized cost substantiation or exceeding PKR 65.00/pax shall be rejected as non-responsive.

Project revenues and payments shall be administered under an Escrow Clearing Structure established at a





reputable AA rated commercial bank:

- **Stage 1 (Fare Inflow):** 100% of commuter farebox collections from onboard AFC card validators and handheld ETIMs are deposited daily into the Main Transit Escrow Account;

- **Stage 2 (Operator O&M):** Following monthly audit certification, the Concessionaire's verified monthly OpEx fee—calculated as (Actual Verified Passengers × Awarded OpEx/Pax) less any applicable KPI Liquidated Damages and Excess Fuel Deductions, is disbursed directly from the Main Transit Escrow Account as the senior First Charge without governmental delay;

- **Stage 3 (Surplus Pool):** All residual farebox revenue (GoS Revenue Share), together with any Excess Fuel Deductions withheld from the Concessionaire under Stage 2, is deposited automatically into a separate, dedicated Fuel Escrow Account;

- **Stage 4 (Advance GoS Fuel Pre-Funding):** Prior to COD and on an advance revolving basis thereafter, GoS deposits upfront fuel working capital into the dedicated Fuel Escrow Account to cover the net projected fuel requirement above the deposited Stage 3 Surplus Pool; and

- **Stage 5 (Prepaid OMC Fuel Settlement):** Verified bulk diesel bills issued by the contracted OMC are settled on an advance/prepaid drawdown basis directly from the dedicated Fuel Escrow Account pursuant to a separate OMC Fuel Supply Agreement executed between SMTA and the OMC. Reconciliation against the technical fuel consumption benchmark of 1.20 KM / Liter is settled separately between SMTA and the Concessionaire through Stage 2 OpEx adjustments.

Ridership and Revenue Risk along with Maintenance Risk are allocated entirely to the Private Operator (Zero Minimum Revenue Guarantee [MRG]), while Fuel Price Volatility Risk is absorbed by GoS / SMTA.

It is mandatory for the Bids to be prepared using the standard formats provided in Section H (Bidding Forms) and ITB 10 (Financial Proposal) of the Bidding Documents. Bids that are not prepared on the prescribed format 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.

Bids must be delivered to the address given below by not later than the Submission Deadline (December 10, 2026, at 15:00 Hours / 3:00 PM PST). The Technical Proposal will be opened on the same day at 15:30 Hours / 3:30 PM (Pakistan Standard Time) in the presence of the representatives of the Bidders who may wish to attend.

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 pursuant to Rule 25 of the SPPRA Rules 2010.

Further information and the Bidding Documents in relation to the Project may be obtained from the address given below on a working day during office hours before the Submission Deadline upon submission of a written application.

**Director, Infrastructure & Planning**
Sindh Mass Transit Authority
House No. D-43/1, Shahrah-e-Ghalib, Block- 2, Clifton, (near Bilawal Chowrangi),





Karachi, Pakistan.
Ph: 021-99332207

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**Director, Infrastructure & Planning**
**Sindh Mass Transit Authority**

# IMPORTANT NOTICE & DISCLAIMER

These Bidding Documents are being issued to prospective Bidders by the Employer solely for use in preparing and submitting their Bids for participation in the national competitive bidding process conducted by the Employer for the selection of a Successful Bidder to execute the Services.

The Bids will be reviewed in accordance with applicable Pakistani laws, specifically the Sindh Public Procurement Act, 2009, and the SPPRA Rules, 2010. Neither the Employer, nor its employees, personnel, agents, consultants, advisors, or legal counsels make any representation (express or implied) as to the accuracy, adequacy, or completeness of the information contained herein or in any other document provided 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 Bidders during the evaluation.

Neither the Employer nor its employees, advisors, or consultants will be liable in any manner whatsoever to reimburse or compensate Bidders for any costs, fees, damages, or expenses incurred in evaluating or acting upon these Bidding Documents or otherwise in connection with the Project. Any Bid submitted by a Bidder shall be based on the complete understanding that the Bidder has, after careful examination, made an independent evaluation of the site conditions, its proposed Concessionaire-Provided Depot site and facilities, Route 1 (32.0 km) and Route 2 (25.0 km) corridor geometries, overhead bridge and utility line clearances, pavement conditions, traffic volumes, and operational requirements.

# EXECUTIVE SUMMARY

The Government of Sindh (GoS), through the Sindh Mass Transit Authority (SMTA), invites proposals from qualified private sector transport operators for the Operations and Maintenance (O&M) Concession of Fifty (50) pure diesel double-decker urban passenger transit buses. The Project shall be implemented on a Gross-Cost OpEx per Passenger Concession Structure for a fixed initial tenure of Five (05) Years, extendable at the sole discretion of the Authority based on performance audits and KPI compliance.

The capital procurement of the Fifty (50) buses has been completed by GoS under a separate executed supply agreement. The Project introduces high-capacity, comfortable, and environmentally efficient mass transit connectivity between major residential, institutional, industrial, and commercial catchments of Karachi.

## Project Objectives

- Provide high-capacity, safe, reliable, and affordable mass transit connectivity for Karachi's primary arterial corridors;
- Alleviate severe urban traffic congestion by deploying 100–120 passenger capacity double-decker buses across high-demand travel desire lines;
- Introduce transparent, technology-driven bus operations through real-time Operations Control Center (OCC) telematics integration, automated headway dispatch, and automated fare collection (AFC);
- Ensure long-term preservation and mechanical integrity of public capital assets through strict adherence to OEM preventive maintenance schedules at a dedicated, certified Concessionaire-Provided Depot;
- Protect the transit operator from commercial fuel price volatility risk through the 5-Stage Ring-Fenced Escrow Clearing Structure, while incentivizing ridership capture under a zero Minimum Revenue Guarantee (MRG) framework.

## Rationale

Karachi's mass transit network requires immediate capacity enhancements along dense radial corridors. While traditional paratransit and mini-buses offer low passenger capacity, irregular headways, and unsafe boarding conditions, the 50 double-decker fleet provides an immediate carrying capacity exceeding 40,000 passenger trips per day across Route 1 and Route 2. The Project separates asset procurement from commercial operations, leveraging private sector fleet management discipline, commercial workshop efficiencies, and private depot assets, while retaining strategic asset ownership, regulatory monitoring, and fare notification authority with the Government.

## Project Scope and Brief

The Concessionaire shall be responsible for:

- Taking custody of the Fifty (50) 11–12 meter Diesel Double-Decker Buses in certified roadworthy condition;



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- Operating scheduled commercial passenger transit services across two (2) designated trunk corridors:

    - **Route No. 1:** Karachi Bus Terminal (KBT / Sohrab Goth) to Tower via Water Pump, Ayesha Manzil, Karimabad, Liaquatabad No. 10, Teen Hatti Flyover, Martin Quater Road, Gurumandir, Numaish, Eidgah, and Bolton Market (Route Length: 32.0 km); and

    - **Route No. 2:** Habib University to McDonald's Seaview via Munawar Chowrangi, Darul Sehat Hospital, Johar Morr, Askari-IV, Drigh Road Station, PAF Base Faisal, Karsaz, Awami Markaz, FTC, SIUT (ex-Regent Plaza), JPMC, Cantt Station, Khayaban-e-Iqbal, Teen Talwar, and Do Talwar (Route Length: 25.0 km);

- Providing, securing, or utilizing an existing operational bus depot facility (whether directly owned, leased for not less than five (05) years, or provided through a Consortium Member), and operating and maintaining the same over a contiguous land parcel of not less than Two and a Half (2.5) Acres in Karachi (equipped with or upgraded to include heavy-duty inspection pits, component overhaul workshops, automated/semi-automated bus washing facilities, spare parts warehousing, administrative offices, and secure parking for all 50 double-decker buses in compliance with Annexure G);

- Integrating all onboard bus systems (AVL, VLU, passenger door sensors, driver consoles, and 8-channel CCTV cameras) with SMTA's central Operations Control Center (OCC);

- Managing onboard automated ticketing (AFC smart card validators and conductor handheld ETIMs) and ensuring 100% daily reconciliation and deposit of all fare collections into the designated Escrow Account;

- Executing comprehensive routine, preventive, running, and overhaul maintenance in accordance with OEM standards under an ex-fuel OpEx per passenger structure capped at PKR 65.00 per passenger, substantiated by a mandatory, itemized O&M Cost Breakup in the Financial Proposal.

## Role of SMTA / Government of Sindh

Under the Project, SMTA / GoS shall:

- Hand over Fifty (50) brand-new pure diesel double-decker buses in roadworthy condition alongside OEM maintenance documentation and warranty frameworks;

- Contract an authorized Oil Marketing Company (OMC) to deliver bulk High-Speed Diesel (HSD) directly into the licensed storage tanks at the Concessionaire-Provided Depot, absorbing 100% of fuel price volatility risk;

- Establish and administer the Tripartite Escrow Agreement with an Acceptable Bank comprising (i) a Main Transit Escrow Account ensuring the Concessionaire's verified monthly OpEx fee is disbursed as the senior First Charge, and (ii) a separate, dedicated Fuel Escrow Account;

- Pre-fund the dedicated Fuel Escrow Account in advance (on a revolving upfront basis prior to COD and ahead of each operating cycle) to cover the net projected fuel requirement above the deposited Stage 3 farebox surplus;



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- Notify and regulate commuter fare tariffs across Short-Trip (PKR 80.00) and Long-Trip (PKR 120.00) distance bands;

- Appoint an Independent Engineer (IE) and Independent Auditor (IA) to inspect fleet maintenance standards, audit depot operations, verify route kilometer logs, validate fuel consumption against the 1.20 KM/Liter benchmark, and certify monthly revenue splits.

## Role and Responsibilities of the Project Contractor

The selected Concessionaire shall be responsible for:

- **Fleet Operations:** Full daily deployment, timetable adherence, route headway regulation (5–7 minutes), and driver rostering for 50 buses operating an average of 220 km/day/bus across 342 operating days per annum (3,762,000 scheduled fleet km/year) over the Five (05) Year Concession Period;

- **Depot Facility Provision & Management:** Arranging, leasing, or providing a dedicated operational depot facility of at least 2.5 contiguous acres within Karachi, bearing all site rental/lease costs, boundary security, municipal approvals, utility bills (water, high-voltage power, drainage), janitorial upkeep, and SEPA environmental effluent compliance;

- **Preventative & Corrective Maintenance:** Executing all scheduled mechanical servicing, preventative inspections, OEM spare parts replacements, tire rotations/renewals, lubricant changes, and bodywork repairs in strict accordance with OEM manuals to ensure a minimum 90% peak fleet availability (at least 45 buses deployed daily);

- **Fuel Logistics & Technical Efficiency:** Managing depot fueling administration in coordination with the contracted OMC, adhering strictly to the mandatory technical efficiency benchmark of 1.20 KM per Liter (excess fuel burn attributable to poor maintenance or unauthorized idling shall be recovered from the Concessionaire's monthly OpEx invoice);

- **OCC Integration & Passenger Safety:** Maintaining uninterrupted telemetry and live video streaming from all onboard VLUs, GPS tracking modules, reverse cameras, and CCTV security systems to the SMTA central OCC;

- **Farebox Integrity & Clearing:** Enforcing fare compliance, managing onboard AFC validator systems, supervising conductors, ensuring 100% of all cash, smart card, and digital fare receipts are deposited daily into the project Escrow Account without deduction or diversion;

- **Crew Governance & Labor Compliance:** Recruiting, training, uniforming, and managing certified Public Service Vehicle (PSV) drivers and conductors, enforcing statutory working-hour limits, zero-harassment policies, and passenger safety protocols;

- **Financial Model & O&M Transparency:** Submitting a fully substantiated, itemized O&M Cost Breakup covering all labor, workshop servicing, tires/fluids, depot overheads, telematics, insurance, and profit margins within the bidding ceiling of PKR 65.00 per passenger.



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## SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

# A. DEFINITIONS

In the Bidding Documents, capitalized terms shall have the meanings assigned to them under the Agreement. In addition, the following terms shall have the meanings stated below, arranged in alphabetical order, unless the context otherwise requires:

**"Acceptable Bank"** means a scheduled commercial bank or financial institution incorporated and operating in Pakistan holding a long-term credit rating of at least "AA" by the Pakistan Credit Rating Agency (PACRA) or VIS Credit Rating Company Limited, approved by the Employer.

**"Acceptance of Notification of Award"** has the meaning given to that term in ITB 30.2.

**"Agreement" or "Concession Agreement"** means the formal contract entered into by the Successful Bidder (or its SPV) and the Employer for the Operations and Maintenance (O&M) of the 50 Diesel Double-Decker Fleet and the operation of the Concessionaire-Provided Depot.

**"Applicable Laws"** means all federal, provincial, and local laws, statutes, acts, ordinances, rules, regulations, SROs, and judicial decrees of Pakistan and the Province of Sindh, including the Sindh Mass Transit Authority Act 2014, the Sindh Public Procurement Act 2009, and the SPPRA Rules 2010.

**"Authorised Representative"** has the meaning given to that term in ITB 15.2.

**"Average Commuter Tariff"** means the weighted-average baseline revenue assumption of PKR 90.00 per passenger across the transit network, calibrated between notified Short-Trip and Long-Trip fare structures.

**"Baseline Daily Ridership"** means the operational throughput benchmark of 25,000 passengers per day across the fleet, calibrated at an operational throughput of 500 passengers per bus per day.

**"Bid"** means the proposal comprising the Technical Proposal and the Financial Proposal submitted by an eligible Bidder pursuant to these Bidding Documents.

**"Bid Opening"** has the meaning given to that term in ITB 20.1.

**"Bid Price"** means the single operational variable quoted in Bidding Form F2 representing the Concessionaire's OpEx per Passenger (PKR), subject to the Bidding Ceiling.

**"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.

**"Bidder(s)"** means a single corporate entity or a Consortium of not more than two (2) members submitting a Bid to the Employer.

**"Bidding Ceiling"** means the non-negotiable maximum upper financial threshold of PKR 65.00 per passenger established by the Employer, above which any Financial Proposal shall be rejected as non-responsive.

**"Bidding Documents"** means this Request for Proposals, comprising the Instructions to Bidders,



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Bidding Forms, Bidding Documentary Requirements, and Annexures A through G.
**"Bidding Forms"** means the standard forms set out in Section H of this ITB to be completed and submitted by Bidders.

**"Bidding Process"** has the meaning given to that term in ITB 1.1.

**"Commercial Operations Date (COD)"** means the date certified by the Independent Engineer on which the Concessionaire commences scheduled, fare-earning commercial passenger service across Route 1 and Route 2 with the complete fleet of 50 buses.

**"Concessionaire" or "Operator"** means the Successful Bidder or the corporate SPV incorporated by the Successful Bidder that executes the Concession Agreement with the Employer.

**"Concession Period" or "Tenure"** means the fixed duration of Five (05) Years reckoned from the Commercial Operations Date (COD), extendable at the sole discretion of the Employer for subsequent terms strictly contingent upon verified KPI performance audits, physical vehicle condition assessments, and compliance with the Concession Agreement.

**"Consortium"** means a partnership comprising not more than two (2) corporate entities formed to submit a joint Bid.

**"Consortium Agreement"** means the legally binding agreement executed between Consortium Members in terms of ITB 2.2(d) and Annexure E.

**"Consortium Member"** means each corporate member of a Consortium, including the Lead Member.

**"Concessionaire-Provided Depot" or "Depot"** means the dedicated commercial bus operating and maintenance facility measuring not less than Two and a Half (2.5) contiguous Acres within Karachi, provided, owned, leased, or contributed through a Consortium Member by the Concessionaire (or upgraded/refurbished where necessary), approved by SMTA for overnight parking, washing, preventive servicing, component overhauls, bulk fueling, and dispatch in accordance with the standards specified in Annexure G.

**"Diesel Double-Decker Fleet" or "Fleet"** means the Fifty (50) 11–12 meter, pure diesel, air-conditioned urban transit buses (carrying capacity 100–120 passengers) procured by GoS and handed over to the Concessionaire.

**"Employer"** means the Sindh Mass Transit Authority (SMTA), established under the Sindh Mass Transit Authority Act, 2014, having its office at House No. D-43/1, Shahrah-e-Ghalib, Block-2, Clifton, Karachi.

**"Escrow Account" or "Main Transit Escrow Account"** means the primary ring-fenced commercial bank account titled the "SMTA Double-Decker Main Transit Escrow Account" opened under the Tripartite Escrow Agreement for daily commuter farebox deposits, senior First Charge disbursement of the Concessionaire's Net Monthly OpEx Payment, and transfer/deposit of residual GoS Revenue Share into the Fuel Escrow Account.

**"Escrow Agent Bank"** means the scheduled commercial bank operating in Pakistan, holding an Acceptable Bank rating, appointed to administer the Escrow Account.

**"Farebox Revenue"** means 100% of commuter transit fares collected across the fleet through AFC validators and conductor handheld ETIMs.

**"Financial Proposal"** means the sealed proposal submitted in a separate sealed envelope containing Bidding Form F1, Bidding Form F2, and the original Bid Security.

**"First Charge"** means the absolute legal priority under Stage 2 of the Escrow Clearing Structure, wherein the Concessionaire's verified monthly OpEx invoice is disbursed from the Escrow Account ahead of all other claims or transfers.

**"Fleet Management System (FMS)"** means the integrated software and telematics platform utilized to monitor, track, dispatch, and optimize fleet performance in real time.

**"Fuel Consumption Benchmark"** means the mandatory minimum operational fuel efficiency standard of 1.20 Kilometers per Liter (KM/Ltr), below which excess diesel consumption is docked from the Concessionaire's monthly OpEx payment pursuant to Section 4.4 of Annexure D.

**"Fuel Escrow Account"** means the separate, ring-fenced commercial bank account titled the "SMTA Double-Decker Dedicated Fuel Escrow Account" opened under the Tripartite Escrow Agreement, funded through (i) upfront revolving advance deposits by GoS, and (ii) transfers/deposits of the Stage 3 Surplus Pool and Stage 2 Excess Fuel Deductions, from which advance/prepaid bulk diesel settlements are disbursed directly to the OMC.

**"Fuel Price Benchmark"** means the baseline diesel price of PKR 357 per liter used for GoS budgetary modeling as adjusted every month based on average fuel price during the preceding month.

**"GoS"** means the Government of Sindh, acting through the Transport and Mass Transit Department.

**"GoS Fuel Advance"** means the upfront, revolving advance funding deposited directly by GoS into the dedicated Fuel Escrow Account prior to COD and in advance of each operating quarter/cycle to maintain a positive prepaid fuel balance covering the net projected deficit between Stage 3 Surplus Pool deposits and bulk OMC diesel requirements.

**"GoS Revenue Share"** means the net fare revenue remaining in the Escrow Account after deducting the Concessionaire's earned OpEx Fee:

*GoS Revenue Share = Gross Farebox Revenue - Concessionaire OpEx Fee*

**"Independent Auditor (IA)"** means the independent chartered accounting firm appointed by SMTA to audit ridership logs, reconcile daily fare deposits, and certify monthly revenue splits.

**"Independent Engineer (IE)"** means the independent technical firm appointed by SMTA to verify fleet maintenance, route mileage, fuel consumption, depot condition, and operational invoices.

**"Integrity Pact"** has the meaning given to that term in ITB 39.1.

**"Intelligent Transport System (ITS)"** means the electronic suite comprising the AVL system, Vehicle Logic Unit (VLU), passenger information display signs (PIDS), CCTV surveillance, and AFC validators.

**"ITB"** means these Instructions to Bidders set out in Part I of the Bidding Documents.



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**"Key Performance Indicators (KPIs)"** means the operational, reliability, punctuality, safety, and cleanliness benchmarks set out in Section VI and Annexure D.

**"Lead Member"** has the meaning given to that term in ITB 2.2(b).

**"Letter of Invitation"** means the official invitation issued by the Employer to prospective Bidders.

**"Notification of Award"** has the meaning given to that term in ITB 30.1.

**"O&M Cost Breakup"** means the itemized financial schedule submitted by the Bidder in Table 2 of Bidding Form F2, substantiating the Quoted OpEx per Passenger across driving crew, workshop maintenance, consumables/tires, private depot overheads, telematics/AFC, insurance, and contractor profit margin.

**"Oil Marketing Company (OMC)"** means the licensed petroleum marketing entity (e.g., Pakistan State Oil - PSO) contracted by SMTA to deliver bulk High-Speed Diesel (HSD) directly into the licensed storage dispensary at the Concessionaire-Provided Depot.

**"OMC Fuel Supply Agreement"** means the separate bulk fuel procurement and supply contract executed directly between the Employer (SMTA) and the authorized Oil Marketing Company (OMC), governing High-Speed Diesel (HSD) pricing, commercial billing, quality assurance, and bowser delivery protocols to the Concessionaire-Provided Depot.

**"Operations Control Center (OCC)"** means the central operational command facility operated by SMTA to monitor telematics, GPS, CCTV, headways, and ticketing transactions.

**"OpEx per Passenger"** means the financial bidding variable quoted in Form F2 (PKR/pax), covering all operator costs, maintenance, staff, and margin, strictly excluding fuel.

**"Performance Security"** means the unconditional, irrevocable, and on-demand bank guarantee in the fixed lump-sum amount of Pakistani Rupees Twenty-Three Million (PKR 23,000,000/-) maintained by the Successful Bidder (including through conversion of its Bid Security) under ITB 32.

**"PKR"** means the lawful currency of the Islamic Republic of Pakistan.

**"Procurement Laws"** means collectively the Sindh Public Procurement Act, 2009, and the Sindh Public Procurement Rules, 2010 (SPPRA Rules 2010, as amended).

**"Project"** means the operations and maintenance of the 50 Diesel Double-Decker fleet, Concessionaire-Provided Depot operations, OCC integration, and AFC administration on a gross-cost OpEx per passenger basis.

**"Required Documents"** has the meaning given to the term in ITB 31.1.

**"Route 1"** means the 32.0 km transit corridor connecting Karachi Bus Terminal (KBT / Sohrab Goth) to Tower.

**"Route 2"** means the 25.0 km transit corridor connecting Habib University to McDonald's Seaview.

**"SPV"** has the meaning given to the term in ITB 34.1.



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**"Submission Deadline"** means 15:00 Hours / 3:00 PM (Pakistan Standard Time) on December 10, 2026, as may be extended by the Employer in terms of ITB 6.3 and ITB 17.5.

**"Successful Bidder"** means the responsive, technically qualified Bidder offering the lowest evaluated OpEx per Passenger within the PKR 65.00 ceiling.

**"Surplus Pool"** means the residual GoS Revenue Share accumulated in the Main Transit Escrow Account after satisfying Stage 2 disbursements, which is transferred and deposited into the dedicated Fuel Escrow Account to offset GoS's advance fuel funding obligations.

**"Technical Proposal"** means the technical proposal submitted by the Bidders in a separate sealed envelope as part of their Bids pursuant to the Bidding Documents.

## B. GENERAL

### ITB 1. Scope of Bid

1.1. The Sindh Mass Transit Authority ('Employer') invites sealed bids on a Single-Stage, Two-Envelope basis under the Sindh Public Procurement Rules, 2010 (SPPRA Rules 2010) for the Five (05) Year Operations and Maintenance (O&M) Concession of Fifty (50) Government-Owned Pure Diesel Double-Decker Urban Transit Buses in Karachi.

1.2. The Employer has been authorized by the Transport and Mass Transit Department, Government of Sindh ("GoS") to conduct the procurement pursuant to these Bidding Documents.

1.3. Any Bid proposing partial coverage of the Project (including operating fewer than the Fifty (50) buses across both Route 1 [32.0 km] and Route 2 [25.0 km], or failing to provide a compliant bus depot facility of not less than 2.5 contiguous Acres in accordance with Annexure G) shall be rejected as non-responsive.

1.4. The Employer is not bound to accept any Bid and reserves the right to annul the Bidding Process at any time prior to contract award pursuant to Rule 25 of the SPPRA Rules 2010.

1.5. Bidding Process Timeline

| ACTIVITY | DATE |
|---|---|
| **Issuance of RFP** | November 24, 2026 |
| **Joint Route Reconnaissance Survey** | November 30, 2026 (11:00 AM PST) |
| **Pre-Bid Conference** | December 01, 2026 (03:00 PM PST) |
| **Deadline for Submission of Written Queries** | December 02, 2026 (17:00 Hours / 5:00 PM PST) |
| **Issuance of Addenda / Pre-Bid Clarifications** | December 03, 2026 |
| **Proposal Submission Deadline** | December 10, 2026 (15:00 Hours / 3:00 PM PST) |
| **Technical Proposal Opening** | December 10, 2026 (15:30 Hours / 3:30 PM PST) |
| **Financial Proposal Opening** | To be notified to technically qualified bidders |
| **Award of Concession** | Within Bid Validity Period |

### ITB 2. Eligible Bidders

2.1. A Bid shall only be considered for detailed evaluation if the criteria set out in Annexure A (Basic Eligibility Criteria) are satisfied.

2.2. In case a Bid is submitted by a Consortium:



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a) All members of the Consortium shall be jointly and severally liable to the Employer for the performance and fulfillment of all obligations under the Agreement;

b) One (1) member shall be nominated as the Lead Member and Authorised Representative holding at least fifty-one percent (51%) shareholding/equity in the SPV;

c) The Consortium shall comprise not more than two (2) corporate entities; and

d) A legally binding Consortium Agreement satisfying the minimum mandatory requirements of Annexure E must be submitted as part of the Technical Proposal.

2.3. Bidders shall not have a conflict of interest. Any Bidder with a conflict of interest shall be disqualified.

**ITB 3. Cost of Bidding**

3.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, depot inspections, and route surveys. The Employer shall in no case be liable for those costs.



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# 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):

Part I – Instructions to Bidders

- ITB (Sections A – G)
- Bidding Forms (Section H)
- Bidding Documentary Requirements (Section I)
- Annexures (Section J)

i. Basic Eligibility Criteria (Annexure A)

ii. Evaluation and Qualification Criteria (Annexure B)

iii. Form of Notification of Award (Annexure C)

iv. Detailed Scope of Work & Escrow Structure (Annexure D)

v. Requirements for Consortium Agreement (Annexure E)

vi. Technical Fleet Specifications & Maintenance Framework (Annexure F)

vii. Minimum Mandatory Specifications for Concessionaire-Provided Depot (Annexure G)

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).

1. 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 – Experience of the bidder

f) T6 – Team Composition

g) T7 – CVs for proposed key staff



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h) T8 – Approach, Methodology and Workplan

2. For the Financial Proposal

a) F1 – Letter of Financial Proposal

b) F2 – Details of Financial Proposal

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 for submission of Bid 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 they 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 Documents**

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:

Director Infrastructure
Sindh Mass Transit Authority
Address: D43/1 Shahra-e-Ghalib Clifton Block 2 Karachi
Telephone: +92 021 99332207
Email: smta.tmtd@gmail.com
Date of pre-bid meeting: December 01, 2026
Time of pre-bid meeting: 03:00 pm (Pakistan Standard Time)
Venue: Committee Room, Sindh Mass Transit Authority

Any further Clarifications are to be submitted in writing and should reach the Employer no later than the Deadline for Submission of Written Queries specified in ITB 1.5.

5.2. A joint route reconnaissance survey along Route 1 (KBT Sohrab Goth to Tower — 32.0 km) and Route 2 (Habib University to McDonald's Seaview — 25.0 km) will be facilitated by SMTA on November 30, 2026, departing at 11:00 AM PST from the SMTA Headquarters. Prospective Bidders or their designated technical personnel are encouraged to participate at their own expense.

5.3. The Employer shall issue clarification(s) or amendment(s) to the Bidding Documents resulting from such queries at least seven (07) days before the Submission Deadline to all Bidders. The



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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.

5.4. 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.

5.5. Because the Concessionaire is solely responsible for providing its own bus depot, Bidders shall independently identify, survey, and inspect their proposed private depot site ($\geq$ 2.5 contiguous acres) to confirm commercial zoning compliance, environmental clearance, carriageway turning maneuverability, vertical entry clearances ($\geq$ 4.8m), and utility availability. All costs and liabilities associated with depot site inspections shall be borne entirely by the Bidder.

**ITB 6. <u>Amendment of Bidding Documents</u>**

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 an addendum.

6.2. Any addendum issued by the Employer shall become a part of the Bidding Documents in terms of ITB 4.1 and shall be communicated in writing to all Bidders who have obtained the Bidding Documents from the Employer in accordance with ITB 4.4 and shall be binding on them. 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 in the country of origin and by the Ministry of Foreign Affairs, Pakistan) 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 (Technical Proposal) hereof, and a Financial Proposal, containing the documents listed in ITB 10 (Financial Proposal), each submitted simultaneously in separate sealed envelopes clearly marked "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" respectively.

8.2. Bidders are expected to carefully examine the Bidding Documents when preparing their Bid and use only the relevant Bidding Forms as set out in ITB 4.2. 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 Project and any obligations (direct or indirect) of the Successful 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:

1. Signed and filled out Letter of Technical Proposal undertaking unconditional acceptance of the Project, as set out in Bidding Form T1;

2. Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding Form T3, in accordance with ITB 15.2;

3. Documentary evidence establishing that the Bidder is eligible and not blacklisted, as set out in Bidding Form T4, in accordance with Annexure A (Basic Eligibility Criteria);



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4. Integrity Pact, as set out in Bidding Form T2, in accordance with ITB 39;

5. Evidence indicated for each qualification criteria specified in Annexure B (Evaluation and Qualification Criteria);

6. In case a Bid is submitted by a Consortium, a finalized Consortium Agreement (as per the requirements mentioned in Annexure E (Requirements for Consortium Agreement) indicating:

   (i) the Lead Member,

   (ii) the shareholding percentage and role of each Consortium Member;

7. List of Sub-Contractors in accordance with ITB 9.4;

8. List of insurances to be obtained by the Bidder in accordance with ITB 37; and

9. 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 Project. For any services (forming part of the Project), which the Bidder intends to subcontract, the Bidder shall give details of the name and nationality of the proposed Sub-Contractors, in accordance with the terms of the Agreement.

9.5. In the case of a Consortium, the Technical Proposal shall be submitted only by the Lead Member for and on behalf of the Consortium.

**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 Project 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, shall set out the Bid Price as per the requirement set out in the Agreement.

10.3. The Bidder may make any assumptions necessary to derive the Bid Price in accordance with the terms and conditions of the Agreement. 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:

1. Signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1.

2. Bid Security, as set out in Bidding Form F3, in accordance with ITB 13 (*Bid Security)*.



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3. Completed Details of Financial Proposal, comprising Table 1 (Quoted OpEx Bid Price per Passenger) and Table 2 (Mandatory Itemized O&M Cost Breakup), as set out in Bidding Form F2; and

4. Any other document required under the Bidding Documents.

10.5. In completing Table 2 of Bidding Form F2, Bidders must provide a fully substantiated, itemized cost breakup of their Quoted OpEx per Passenger across seven (7) heads:

a) Driving crew & onboard staff;

b) Routine workshop maintenance;

c) Tires, lubricants & consumables;

d) Private depot operations & upkeep;

e) ITS, telematics & AFC administration;

f) Insurances & regulatory compliance; and

g) Corporate overheads & contractor margin.

In preparing the Financial Proposal, Bidders must complete Table 1 (Quoted OpEx Bid Price per Passenger) and Table 2 (Itemized O&M Cost Breakup) of Bidding Form F2. The Quoted Rate in Table 1 represents the binding financial bid. Table 2 provides an itemized cost substantiation across all operational expenditure heads. If an arithmetic error or summation discrepancy is identified between Table 1 and Table 2, the procedure set forth in ITB 22.4 shall strictly govern.

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

10.7. In the case of a Consortium, the Financial Proposal shall be submitted only by the Lead Member for and on behalf of the Consortium.

**ITB 11. Currencies of Bid and Payment**

11.1. The Bid Price as set out in Bidding Form F2 under the Agreement for Project shall be quoted in PKR.

11.2. All payments in respect of the Project shall be made in PKR 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 Bids. 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 Financial Proposal in its Bid, a Bid Security equivalent to

a lump sum of Pakistani Rupees Twenty-Three Million (PKR 23,000,000/-) (the "Bid Security").

13.2. The Bid Security shall be an irrevocable, bank guarantee in the form attached as Bidding Form F3, issued by an Acceptable Bank, acceptable to the Employer.

13.3. The Bid Security shall be issued and maintained in PKR by an Acceptable Bank, acceptable to the Employer.

13.4. 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 (i.e., 118 days from the Submission Deadline). If the terms of the Bid Security issued by the Successful Bidder specifies an expiry date and the Performance Securities under the Agreement have not been issued till such expiry date by the Successful Bidder, the Successful Bidder shall, thirty (30) days prior to the expiry of the Bid Security, extend the Bid Security until such date as notified by the Employer.

13.5. 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 a Bidder shall not be allowed to submit Bid Security at a later stage.

13.6. 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 the original Bid Security with their original proposals. The Employer shall reject a Bid if a photocopy of original Bid Security is attached with the Financial Proposal and such Bid shall not be further evaluated.

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

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

13.9. The Bid Security shall be forfeited:

1. 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 other integrity violations; or

2. if the Successful Bidder fails to:

   a) sign the Agreement in accordance with ITB 33 (*Signing of Agreement*);

   b) furnish Performance Securities pursuant to ITB 32.1 and the Agreement;

   c) accept the arithmetical corrections of its Bid (if any) in accordance with ITB 22.4;

   d) furnish any of the Required Documents pursuant to ITB 31 (Submission of Required Documents); or

   e) fulfil its obligations under the Bidding Documents in terms thereof.



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13.10. The Bid Security of a Consortium shall be in the name of the Consortium that submits the Bid or in the name of the Lead Member.

13.11. 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 period of ninety (90) calendar days reckoned from the Submission Deadline, as may be extended by the Employer in accordance with ITB 14.2 and Rule 38 of the SPPRA Rules 2010 (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 Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If such request is accepted by the Bidders then, in accordance with ITB 13.4, the validity period of such Bid Security(ies) shall also be extended for a corresponding period. 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. The Bidder shall prepare one (01) original of the Technical Proposal and one (01) original of the Financial Proposal comprising the Bid as described in ITB 8 (Documents Comprising the Bid), and clearly mark each "ORIGINAL" in addition to the marking stipulated in ITB 8 (Documents Comprising the Bid). In addition, the Bidder shall submit as "COPY" Two (02) hard copies, printable soft copies (PDF), and editable softcopies (Word, Excel etc., as may be relevant). The USB should be clearly marked "Technical Proposal" and "Financial Proposal" and placed in their respective envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

15.2. The original and all copies of the Bid shall be typed or written in indelible ink and 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. 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. A Bid submitted by a Consortium shall be signed by the Lead Member (as the Authorised Representative) on behalf of the Consortium Members and be legally binding on all Consortium Members.

15.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the Authorised Representative signing the Bid.

15.5. 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.





15.6. 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 by registered mail or courier or by hand. Bids submitted through fax or e-mail or any other electronic transmission shall not be considered.

16.2. The Bidder shall submit its Bid as under:

1. ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.

2. For either of the Financial Proposal and the Technical Proposal, original and all copies as given in ITB 15.1 shall be put in an outer sealed envelope and addressed as given in ITB 16.3. Any Bidder that combines Technical Proposal and Financial Proposal in one envelope shall be disqualified.

16.3. The inner and outer envelopes shall:

1. bear the name and address of the Bidder;

2. be addressed to the Employer in accordance with ITB 5.1; and

3. bear the specific identification of this Bidding Process.

16.4. The outer envelope of the Technical Proposal shall bear a warning "Do not open the envelope before the Submission Deadline".

16.5. The outer envelope of the Financial Proposal shall bear a warning "Do not open the envelope before the Technical Proposal has been evaluated".

16.6. If all the envelopes are not sealed and marked as required, the Employer shall not assume any responsibility for the misplacement or premature opening of the Bid. In case of such misplacement of Bids or premature opening of Bid which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Bid shall be rejected as non-responsive in accordance with ITB 9.3.

**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 acknowledgement 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.



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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 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 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 of 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 are awarded) and any other information that was incomplete prior to the Submission Deadline.



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## 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:* D43/1 Shahra-e-Ghalib, Clifton, Block 2, Karachi
*Date:* December 10, 2026
*Time:* 3:30pm (Pakistan Standard Time)

20.2. If the Technical Proposal and the Financial Proposal are submitted together in one envelope, the Employer may reject the entire Bid. If any document, required to be submitted with Technical Proposal, is submitted with Financial Proposal, or if any document required to be submitted with Financial Proposal is submitted with Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid.

20.3. 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.

20.4. All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

1. the name of the Bidder;

2. whether there is a modification or substitution; and

3. any other details as the Employer may consider appropriate.

20.5. Only Technical Proposals read out and recorded at Bid Opening shall be considered for evaluation in accordance with 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*).

20.6. The Employer shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder. 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 before the Submission Deadline.

20.7. At the end of the evaluation of the Technical Proposals, the Employer shall announce the results of such evaluation in accordance with the Procurement Laws and 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 who have been determined as technically qualified 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.

20.8. The Employer shall notify in writing at the time of or at any time prior to the opening of the



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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 Proposals unopened from the Employer on the date as notified by the Employer.

20.9. 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.

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

1. the name of the Bidder;
2. whether there is a modification or substitution;
3. presence and value of original Bid Security;
4. the Bid Price; and
5. any other details as the Employer may consider appropriate.

20.11. Only Financial Proposals, read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.

20.12. 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 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.

20.13. Following the opening and evaluation of the Financial Proposals, the Employer shall announce the final results in accordance with the Procurement Laws.

**ITB 21. <u>Clarification of Bids</u>**

21.1. To assist in the examination, evaluation and comparison of the Technical Proposal and/or Financial Proposal, the Employer may, at its discretion, ask the Bidder for any clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidder in its Bid. Any such request and the response shall be in writing and no change in the price in the Financial Proposal 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:



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1. "Deviation" is a departure from the requirements specified in the Bidding Documents.

2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents.

3. "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 detailed technical evaluation, the Procurement Committee shall examine each Bid to confirm that:

1. the Bid is complete and does not deviate from the scope of Project;

2. any computational errors have been made;

3. documents have been properly signed;

4. valid authorization(s) are present;

5. the Bid is valid till the required period;

6. the Bidder continues to be eligible to Bid in terms of Annexure A (Basic Eligibility Criteria); and

7. the Bids are generally in order.

22.2. A Bid may not be considered acceptable if:

1. it is not signed; or

2. its validity is less than the Bid Validity Period specified in ITB 14 (*Bid Validity*).

22.3. A Bid shall not be considered acceptable if:

1. its Financial Proposal, upon opening pursuant to ITB 20.10, is not accompanied by a compliant original Bid Security in accordance with ITB 13;

2. it is submitted by a Bidder who has participated in more than one Bid;

3. it is received after the Submission Deadline;

4. it is submitted through fax, email, or any other form of electronic transmission;

5. the Bidder refuses to accept arithmetic correction(s); or

6. 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



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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 forfeited.

**ITB 23. Determination of the 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. affect in any substantial way the scope, quality, or performance of the Project specified in the Bidding Documents; or

b. limits in any substantial way the Employer's statutory rights or the Concessionaire's maintenance obligations under the Concession Agreement; or

c. if rectified, would unfairly prejudice the competitive standing of other responsive Bidders.

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. 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.

23.3. 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. 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 such deviations, reservations, or omissions.

**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 into a single currency by the Employer at the Telegraphic Transfer and Over Draft (TT&OD) composite (selling) exchange rates published/authorised by the State Bank of Pakistan on the Submission Deadline.

**ITB 25. Successful Bidder**

25.1. The Bidder whose Bid has been determined to be substantially responsive, achieves a technical score of seventy percent (70%) or higher under Annexure B, and quotes the lowest evaluated Concessionaire OpEx Fee per Passenger Carried (PKR/pax) in Table 1 of Bidding Form F2 within the PKR 65.00 ceiling, shall be declared the Successful Bidder (the Most Advantageous Bid).



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25.2. If two or more technically qualified Bidders quote an identical lowest OpEx per passenger, the Bidder securing the higher technical evaluation score under Annexure B shall be ranked first and recommended for award.

**ITB 26. Confidentiality during Bid Evaluation**

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. The evaluation result shall be announced at least fifteen (15) days prior to the issuance of the Notification of Award.

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 not later than seven (07) days after the hoisting of the Bid Evaluation Report on the SPPRA website, strictly pursuant to Rule 31 of the SPPRA Rules 2010.

26.3. Notwithstanding ITB 26.2, from the time of Bid Opening to the time of award of the Agreement in accordance with ITB 29 (*Award Criteria*), 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 the issuance of the Bid evaluation report.

## F. AWARD OF CONTRACT

**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 any or all Bids in accordance with the Procurement Laws 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, any or all Bids submitted and specifically, the Bid Security(ies), 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 to the requirements of the Bidding Documents, including in terms of ITB 23 (Determination of Responsiveness of Bids), the qualification criteria set out in Annexure B (Evaluation and Qualification Criteria) and offers the most advantageous 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 Project under the Agreement.

29.2. The Employer, at any stage of the Bid evaluation, having credible reasons for or prima facie evidence of any defect in capacity of a Bidder, may require such Bidders to provide information concerning their professional, technical, financial, legal or managerial competence.

29.3. The Employer may have clarification meeting(s) to clarify any item(s) in the Bid evaluation report.

29.4. The Employer reserves the right to include further detail and make any necessary changes in the terms and conditions of the Agreement prior to its award.

**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**").

30.2. The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the "**Acceptance of Notification of Award**") within seven (07) days of the issuance of the 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. On the date of signing of the Agreement, the Successful Bidder shall be required to submit certified true copies of all resolutions of the board of directors / governing body of the Successful Bidder authorizing execution, delivery of the Agreement and the performance of the Project under the Agreement (the **"Required Documents"**).

**ITB 32. Performance Security**

32.1. Prior to executing the Concession Agreement (and no later than one [1] day prior to signing), the Successful Bidder shall convert its Bid Security of PKR 23,000,000/- into an unconditional, irrevocable, and on-demand Performance Security of equal amount (Pakistani Rupees Twenty-Three Million [PKR 23,000,000/-]). Such conversion shall be effectuated by submitting a formal Bank Amendment/Endorsement from the issuing Acceptable Bank (or a fresh replacement Bank Guarantee of PKR 23,000,000/- issued on behalf of the SPV) modifying the operative guarantee covenants to secure the Concessionaire's operational and maintenance obligations under the Agreement.

32.2. The converted Performance Security shall be maintained with an Acceptable Bank operating in Pakistan, valid for an initial period of twelve (12) months from the date of execution of the Agreement, and shall be renewed annually at least thirty (30) days prior to expiration throughout the Five (05) Year Concession Period plus an additional ninety (90) days.

32.3. Failure of the Successful Bidder to furnish the compliant Performance Security within the prescribed timeline shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. In such event, the Employer may award the Concession to the next ranked Most Advantageous Bidder pursuant to SPPRA Rules.

**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.

33.2. In the event the Successful Bidder does not execute Agreement within the timelines provided herein, the award of the Agreement shall be cancelled, and its Bid Security shall be forfeited.

**ITB 34. Formation of SPV by the Successful Bidder**

34.1. As a key condition of the Bidding Documents, the Successful Bidder (in case of a Consortium, by the Consortium Members) shall incorporate a wholly owned special purpose vehicle / company (the "**SPV**") that shall be a locally registered company incorporated in accordance with the laws of Pakistan exclusively for the implementation of the Project. The SPV shall, upon incorporation and finalization, enter into the Agreement.

34.2. The Successful Bidder shall be obligated to convert or replace the Bid Security of PKR 23,000,000/- (prior to expiry of the Bid Security) into the Performance Security in the name of the SPV in accordance with ITB 32, the terms of the Agreement, and the Notification of Award.



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34.3. The Successful Bidder (or, in the case of a Consortium, the Consortium Members collectively) shall maintain 100% of the shareholding in the SPV throughout the Concession Period, and the Lead Member shall at all times retain not less than fifty-one percent (51%) direct shareholding in the SPV.

## G. ADDITIONAL INSTRUCTIONS

**ITB 35. Instructions not Part of the Agreement**

35.1. 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 36. Sufficiency of Bid**

36.1. Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the Bid Price entered in Bidding Form F1 and/or Bidding Form F2.

**ITB 37. Insurance**

37.1. The Successful Bidder shall, at its sole cost and expense, procure and maintain comprehensive insurance coverage throughout the Five (05) Year Concession Period with insurance companies holding a minimum credit rating of 'AA' by PACRA or VIS, including:

a) **Comprehensive Motor Vehicle Fleet Insurance:** Full accidental damage, collision, overturn, fire, and total constructive loss coverage for all Fifty (50) Diesel Double-Decker Buses at replacement asset value;

b) **Third-Party Passenger Liability Insurance:** Mandatory coverage for passenger accidental bodily injury, fatality, and third-party property damage arising from bus operations, with minimum coverage of PKR 2,000,000 per passenger per event;

c) **Concessionaire Depot Property & Asset Insurance:** Comprehensive fire, atmospheric disturbance, earthquake, explosion, and machinery breakdown insurance covering the private depot workshop, inspection pits, automated wash plant, diesel dispensing setup, and administrative structures; and

d) **Staff/Driver Accident and Health Insurance:** Accident and health insurance coverage for all operational drivers, OCC kiosk staff, and maintenance technicians.

**ITB 38. Corrupt and Fraudulent Practices**

38.1. For the purpose of this Bidding Process:

1. **"corrupt and fraudulent practice"** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.



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2. **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party.

3. **"collusive practice"** means by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain.

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

38.2. Bidders supplying false or misleading information shall be disqualified from any further participation in the Bidding Process and their Bid Security shall be forfeited.

38.3. The Employer requires the Bidders to observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.

38.4. 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 or other integrity violations in competing for the Project; and/or shall declare a person, firm or company 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 company has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.

38.5. 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. However, if a Bidder is rejected in accordance with ITB 38.4 after the Agreement have been signed, such rejection shall result in forfeiture/encashment in full of the Performance Security in accordance with the Agreement.

38.6. 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, 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 or other integrity violations.

38.7. 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 Projects may be excluded from further



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consideration.

**ITB 39. Integrity Pact**

39.1. Each Bidder (in case the Bidder is a Consortium, each Consortium Member) shall sign and stamp Bidding Form T2 provided in the Bidding Document (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: ……

To:
**Sindh Mass Transit Authority**
**D43/1 Shahra-e-Ghalib, Block 2, Clifton, Karachi**

**Reference:** Request for Proposals (RFP) for the Hiring of a Bus Operator for the Operations, Maintenance, and Management (O&M) of Fifty (50) Diesel Double-Decker Buses on Designated Corridors in Karachi.

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 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 ninety days (90) 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-Contractors, for any part of the Project, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.

(e) We, including any Sub-Contractors, for any part of the Project, 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 'Agreement' 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 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' execution.



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(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-Contractors 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 Project.

(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***]



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## BIDDING FORM T2 - INTEGRITY PACT[1]

Dated _____

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

Without limiting the generality of the foregoing, [*name of 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 GoP, except that which has been expressly declared pursuant hereto.

[*name of Bidder*] certifies that it has made and will make full disclosure of Agreement and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*name of 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 contracts, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contracts or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [n*ame of Bidder* ] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contracts, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

| | |
|---|---|
| **Name of Employer: Sindh Mass Transit Authority** | **Name of Bidder:** |
| **Signature:** | **Signature:** |
| …… | …… |
| [Seal] | [Seal] |
| **Name of Employer: Sindh Mass Transit Authority** | **Name of Bidder:** |

[1] Please refer to Section I (*Bidding Documentary Requirements*) for compliance requirements.

## BIDDING FORM T3 - POWER OF ATTORNEY[2]

**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 [●], 2026 (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*]
[*Company*]

[2] Please refer to Section I (*Bidding Documentary Requirements*) for compliance requirements.

**WITNESSES:**

**1.** Signature: _____

Name: _____

S/O: _____

Address: _____

_____

Passport/ CNIC: _____

**2.** Signature: _____

Name: _____

S/O: _____

Address: _____

_____

Passport/ CNIC: _____

## BIDDING FORM T4 - 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 (and in case of the Consortium, each Consortium Member wherever required) 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 attested by the Oath Commissioner*

*Please find below the form and substance of the Affidavit.*

**Affidavit**

Date: _____

To:

**Director Infrastructure,**
Sindh Mass Transit Authority,
House No. D-43/1, Shahrah-e-Ghalib, Block-2, Clifton,
Karachi, Pakistan.

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][3];
**f.** there is no pending litigation which represents more than fifty percent (50%) of our net worth or any pending litigation that could prevent or materially impede us from performing our obligations in respect of the Project and the Agreement.

[3]Only relevant for the government owned legal enterprise or institution.

## BIDDING FORM T5 – EXPERIENCE OF THE BIDDER

**[This form will be used for evaluation of criteria B - 1]**

***Note**: Using the format below, provide information on each General Fleet Operations Experience and Specific Operations and Maintenance (O&M) Experience on which a Bidder has relied on.*

| | |
|---|---|
| **Project Name** | |
| **City/Country** | |
| **Dates and duration of the Project** | |
| **Total cost of the Project in PKR** | |
| **Contact information for references**<br>Name:<br>Address:<br>Telephone:<br>Email:<br>Website: | |
| **Name(s) of associated companies, consortium members, joint venture members or shareholders in a special purpose vehicle acting as contractor/Contractor, if any** | |
| **Description of the Project** [*The description should include a section on the scope of the project*] | |
| **Actual services provided** [*Describe role - actual services provided by the Bidder/Consortium Member within the project*] | |

***Note**: Documentary Proof of Fleet Operations and Maintenance (O&M) Experience – Bidders are required to demonstrate experience in urban and intercity fleet operations, as well as the capacity of depots, workshops, or maintenance facilities. Documentary evidence may include, but is not limited to, completion certificates from relevant public or private project owners, grantors, contractors, or special purpose vehicles, or evidence of ongoing collaborations or operational arrangements.*

*In the case where the project has been implemented directly by the Bidder, or in the case of a Consortium, by a Consortium Member, as a private project, the Bidder or Consortium Member may submit the relevant completion certificate, operational agreement, or equivalent evidence demonstrating successful execution and operation of the project.*



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## BIDDING FORM T6 – TEAM COMPOSITION

Bidders and each Consortium Member should provide the names of suitably qualified personnel to meet the specified requirements stated in the technical evaluation criteria.

| SR. NO. | Name | Proposed Key Position |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## BIDDING FORM T7 – FORMAT OF CV FOR PROPOSED STAFF

1. Proposed Position [*only one candidate shall be nominated for each position*]: ___
2. Name of Firm [*Insert name of firm proposing the staff*]: __
3. Name of Staff [*insert full name*]: _
4. Date of Birth: _____
5. Nationality: _____
6. Educational Qualification: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: _
7. Membership of Professional Societies: ___
8. Other Training [*indicate significant training since degrees under point 6 – ( Educational Qualification) were obtained*]: ____
9. Countries of Work Experience: [*list countries where staff has worked*]: __
10. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]: _____
11. Employment Record:

[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:

From [Year]: _To [Year]: ____Employer: ____Position held: _

12. Detailed Tasks Assigned [*List all tasks to be performed under this Assignment*]:
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:

Name of assignment or project: _____

Year: _ Location: ____ Line Department: ____ Main project features: Positions held: _____

Activities performed: _

14. Certification:

**a.** I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

*If the CV is signed by the staff not currently an employee of the Bidder, insert:*

**b.** I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

_____Date: _

*[Signature of staff member or authorized representative of the staff]  Day/Month/Year*

Full name of authorized representative: _____

## BIDDING FORM T8 – DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN

The approach and methodology will be detailed precisely under the following topics.

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

a. **Technical Approach and Methodology**. In this chapter bidder shall explain your understanding of the objectives of the Project, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the operational challenges being addressed (including route operations across Route 1 [32.0 km] and Route 2 [25.0 km], fleet maintenance protocols, 1.20 KM/Ltr fuel cap adherence, and Concessionaire depot management) and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. **Work Plan**. In this chapter you should propose the main activities of the Project, their content and duration, phasing and interrelations, milestones (including fleet mobilization, depot setup, joint inspections, and interim approvals by the Employer), and delivery dates of the operational plans and reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work (Annexure D) and ability to translate them into a feasible working plan. A list of the final documents, including operating schedules, maintenance logs, and reporting templates to be delivered as operational output, should be included here.

c. **Organization and Staffing**. In this chapter you should propose the structure and composition of your operational and management team. You should list the main disciplines of the Project, the key experts responsible (consistent with Bidding Form T6 and Form T7), and proposed technical, mechanical, driving, and depot support staff.]



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## BIDDING FORM F1 - LETTER OF FINANCIAL PROPOSAL

Date: …….

To:
**Sindh Mass Transit Authority**
**D43/1 Shahra-e-Ghalib, Block 2, Clifton, Karachi**

**Reference: Request for Proposals (RFP) for the Hiring of a Bus Operator for the Operations, Maintenance, and Management (O&M) of Fifty (50) Diesel Double-Decker Buses on Designated Corridors in Karachi.**

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 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 equivalent to *[insert value]* drawn in your favour or made payable to you and valid for a period of 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) All Taxes applicable in respect of the Project will be borne by the Bidder.

(e) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of ninety (90) calendar days from the date fixed for the Submission Deadline in accordance with the Bidding Documents and Rule 38 of the SPPRA Rules 2010, 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-Contractors, for any part of the Project, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.

(g) We, including any Sub-Contractors, for any part of the Project, 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 'Agreement' 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 are 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' 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-Contractors for any part of the Services, 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 Document 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 Project.

(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

**Table 1: Quoted OpEx Bid Price per Passenger**

| S.No. | Commercial Parameter | Mandatory Bidding Ceiling | Quoted Rate (PKR, Figures) | Quoted Rate (Pakistani Rupees, in Words) |
|---|---|---|---|---|
| **1.** | **Concessionaire OpEx Fee per Passenger Carried (Ex-Fuel)** | **PKR 65.00 / passenger** | **PKR _____ / pax** | Pakistani Rupees _____ per passenger carried |

*Note: The Quoted OpEx Fee per Passenger Carried represents the Operator's complete operational remuneration per verified passenger trip, strictly excluding the cost of bulk diesel fuel. Any Financial Proposal quoting an amount exceeding PKR 65.00 per passenger in Table 1 shall be summarily rejected as non-responsive pursuant to ITB 10.4 and ITB 25.2.*

**Table 2: Itemized O&M Cost Breakup**

*(Bidders must complete all lines below. The aggregated total per passenger in Table 2 must reconcile mathematically with the Quoted Rate in Table 1 above. Baseline assumptions for cost calculations are based on an operational benchmark of 25,000 passengers per day across the 50-bus fleet [500 passengers/bus/day] over 342 operating days per annum, totaling 712,500 monthly passengers and 8,550,000 annual passengers).*

| Cost Ref. | Operational Expenditure Head | Estimated Monthly Cost (PKR) | Equivalent Cost per Passenger (PKR/pax) | % Share of Total Bid Price |
|---|---|---|---|---|
| **C-1** | **Driving Crew**<br>• Certified Public Service Vehicle (PSV) drivers (double shifts)<br>• Onboard conductors / ticketing attendants<br>• Uniforms, background verification & mandatory driver safety training | PKR _____ | PKR _____ / pax | _____ % |
| **C-2** | **Fleet Preventative & Corrective Maintenance**<br>• Workshop technical staff (certified diesel engineers, electricians, mechanics)<br>• Scheduled A/B/C/D preventative servicing per | PKR _____ | PKR _____ / pax | _____ % |



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| | | | | |
|---|---|---|---|---|
| | HIGER / OEM maintenance manuals<br><br>• Routine OEM replacement parts (oil/air/fuel filters, belts, hoses, brake shoes)<br><br>• Structural overhauls, saloon bodywork repairs, and unscheduled running maintenance | | | |
| **C-3** | **Tires, Lubricants & Operational Consumables**<br><br>• Engine oil, transmission fluids, differential oils, coolants, and chassis greases<br><br>• Tire replacements and scheduled rotation based on 75,240 km/bus/annum<br><br>• AdBlue / DEF (if applicable), brake fluids, and windshield consumables | PKR _____ | PKR _____ / pax | _____ % |
| **C-4** | **Depot Operations & Upkeep**<br><br>• Private depot land parcel amortization / lease rental (≥ 2.5 contiguous acres)<br><br>• Automated bus washing plant operations, water supply & SEPA effluent compliance<br><br>• Industrial power (K-Electric high-voltage / backup generator fuel and servicing)<br><br>• 24/7 security guard forces, CCTV yard monitoring, and janitorial sanitation | PKR _____ | PKR _____ / pax | _____ % |
| **C-5** | **ITS, Telematics & AFC Administration**<br><br>• Onboard Vehicle Logic Units (VLU) and GPS tracking gateway maintenance<br><br>• Automated Fare Collection (AFC) smartcard validators and | PKR _____ | PKR _____ / pax | _____ % |



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| | | | | |
|---|---|---|---|---|
| | conductor ETIMs<br><br>• Secure real-time telematics data streaming into the central SMTA OCC<br><br>• Cellular SIM data airtime, printer paper rolls, and ticketing infrastructure licenses | | | |
| **C-6** | **Insurances & Regulatory Compliance**<br><br>• Comprehensive Motor Vehicle Fleet Insurance<br><br>• Third-Party Passenger Liability Insurance<br><br>• Depot Property, Fire, and Machinery Breakdown Insurance<br><br>• Motor vehicle fitness inspections, route permit fees, and statutory compliance | PKR _____ | PKR _____ / pax | _____ % |
| **C-7** | **Corporate Overheads, Administration & Contractor Margin**<br><br>• Executive management oversight, human resources, accounting, and legal audit<br><br>• Operational contingency buffer and working capital financing costs<br><br>• Concessionaire profit margin | PKR _____ | PKR _____ / pax | _____ % |
| **TOTAL** | **Aggregated Concessionaire OpEx Cost** *(Must match Table 1 above)* | **PKR _____** | **PKR _____ / pax** | **100.0 %** |

**Commercial Undertakings & Legal Covenants**

We hereby confirm, warrant, and undertake that:

1. **Ex-Fuel Remuneration:** Our Quoted OpEx per Passenger covers all costs, overheads, capital amortizations, and margins necessary for the complete operation and maintenance of the fleet, strictly excluding bulk High-Speed Diesel (HSD).

2. We acknowledge that bulk HSD will be procured directly by the Employer and delivered to our depot dispensary by the contracted Oil Marketing Company (OMC). We unconditionally accept the



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technical Fuel Consumption Benchmark of **1.20 KM / Liter** and agree that any fuel consumed beyond this efficiency benchmark attributable to operational or maintenance fault shall be docked directly from our monthly verified OpEx fee invoice under Stage 2 of the Escrow structure.

3. We confirm that our financial bid includes all capital, rental, and operational expenditures for providing, operating, and maintaining our own bus depot (≥ 2.5 contiguous acres) in Karachi. We expressly agree that the Government of Sindh and SMTA have zero liability or obligation to provide depot land or infrastructure.

Name of Authorized Signatory: .....
Designation / Capacity: .....
Signature: .....

Duly authorized to sign the Bid for and on behalf of: [Insert Full Legal Name of Bidder / Lead Member]
Date: .....
Official Corporate Stamp / Seal:

**In the presence of Witnesses:**

**Witness 1:**
Name: .....
Signature: .....
CNIC / Passport No.: .....
Designation: .....
Address: .....

**Witness 2:**
Name: .....
Signature: .....
CNIC / Passport No.: .....
Designation: .....
Address: .....

## BIDDING FORM F3 - FORM OF BID SECURITY (BANK GUARANTEE)[4]

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):_____
_____
Bid Reference No. _____ 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. National Bank of Pakistan), 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. National Bank of Pakistan), 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 if the Performance Securities have not been issued thirty (30) days prior to such expiry date. We undertake to

[4] Please refer to Section I (*Bidding Documentary Requirements*) for compliance requirements.



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immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Securities have 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.

If one or more of the provisions of this Bank Guarantee 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 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: …….



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# I. BIDDING DOCUMENTARY REQUIREMENTS

| No. | Name | Requirements[5] for Bidders |
|---|---|---|
| 1. | Letter of Technical Proposal and Letter of Financial Proposal | To be dated, signed by the authorized representative, and duly witnessed. |
| 2. | Form of Bid Security | To be dated, signed by the authorized representative and duly stamped (PKR 500/-). |
| 3. | Power of Attorneys | To be dated; witnessed; notarized; duly stamped (PKR 1000/-); signed by the authorized representative; and in the language as required under the ITB. |
| 4. | Affidavit | To be dated; witnessed; notarized; duly stamped (PKR 100/-); signed by the authorized representative; and in the language as required under the ITB. |
| 5. | Consortium Agreement | To be dated, signed by the authorized representative of each Consortium Member, duly witnessed, and duly stamped (PKR 200/-). |
| 6. | Integrity Pact (Form T2) | To be dated, signed, and stamped by the Authorized Representative on the Bidder's (or each Consortium Member's) official corporate letterhead. |

[5] Under the Laws of Pakistan (Qanun-e-Shahadat Order, 1984 (Article 17)), 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.



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## J. ANNEXURES

## ANNEXURE A – BASIC ELIGIBILITY CRITERIA

**Single Stage Two Envelope** has been adopted for evaluating the bids. 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 (in case of Consortium for all Consortium Members) including:

  - Legal name;
  - Complete head office contact information, including mailing address, telephone number, and an e-mail address;
  - Incorporation details, including certification of incorporation, memorandum and articles of association. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

- **REGISTRATION WITH TAX AUTHORITIES**

  The Bidder (in case of Consortium, all Consortium Members) 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) with active taxpayer status and tax returns filed for the last three years are to be attached along with relevant sales tax certificate, where applicable.

- **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

  In case the Bidder, or any Consortium Member (in case of a Consortium) 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 or any Consortium Member (in case of a Consortium), who are government owned legal enterprise or institution shall submit an affidavit as set out in Bidding Form T4 confirming that they are legally and financially autonomous and operating under commercial law.

- **NO CONFLICT OF INTEREST**

  A Bidder (including, in case of a Consortium, each Consortium Member) shall not have a conflict of interest. A Bidder (in case of a Consortium, any Consortium Member) found to have a conflict of interest shall be disqualified. The Employer considers a conflict of interest *inter alia* 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 if they, *inter alia*; participated as a consultant or in an advisory capacity of any kind in the preparation of the design or technical/commercial/ financial/legal specifications for the Project, that are the subject of this Bidding Process.

  A Bidder (including, in case of a Consortium, any Consortium Member) may also be considered to be in a conflict of interest with one or more Bidders in this Bidding Process if such Bidder/Consortium



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Member, including its subsidiaries, participates in more than one (1) Bid in this Bidding Process, either individually or as a Consortium Member, or is an affiliate of the Employer or any of its advisors. This will result in the disqualification of all Bids in which such Bidder/Consortium Member is involved.

Each Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit set out as Bidding Form T4.

- **NON-BLACKLISTING**

Each Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit set out as Bidding Form T4.

If a Bidder or any Consortium Member (in case of a Consortium) that 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 and any Consortium Member (in case of a Consortium) 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 Services and the terms of the Agreement.

Each Bidder (in case of a Consortium, each Consortium Member) shall provide details of the litigation or the Bidder shall submit an affidavit set out as Bidding Form T4.

- **ELIGIBLE COUNTRIES**

A Bidder including Sub-Contractors and all Consortium Members (in case of a Consortium), 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 or any Consortium Member (in case of a Consortium) 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.

- **FINANCIAL SITUATION/HISTORICAL FINANCIAL PERFORMANCE**

The Bidder (or in case of a Consortium, the Consortium Members in aggregate) shall demonstrate financial stability and capacity by satisfying both of the following mandatory requirements:

***Average Annual Turnover***

- The Bidder must demonstrate a minimum Average Annual Turnover of PKR 1,500,000,000/- (Pakistani Rupees One Billion Five Hundred Million) over the last three (3) completed audited financial years.



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- In the case of a Consortium, the Average Annual Turnover of all Consortium Members shall be evaluated in aggregate to meet the minimum threshold.

***Net Worth***

- The Bidder must demonstrate a minimum Tangible Net Worth (TNW) of PKR 1,000,000,000/- (Pakistani Rupees One Billion) based on the latest audited financial statements.

- Tangible Net Worth shall be strictly calculated as:

$$\textit{Tangible Net Worth (TNW)} = \textit{Total Assets} - \textit{Total Liabilities} - \textit{Revaluation Reserves / Surplus} - \textit{Intangible Assets}$$

- In the case of a Consortium, the Tangible Net Worth of all Consortium Members shall be evaluated in aggregate to meet the minimum threshold, provided that no Consortium Member has a negative Tangible Net Worth.

**In addition, the Bidder shall submit:**

- Complete audited consolidated financial statements for the last three (3) completed financial years, certified by an independent Chartered Accountant / ICAP-registered audit firm (or international equivalent for foreign entities).

➢ **EXPERIENCE**

The Bidder (or, in the case of a Consortium, the members collectively, subject to the specific allocation of roles stipulated herein) shall demonstrate verifiable Commercial Fleet Operations & Maintenance (O&M) and Depot Management capability within the last seven (7) years preceding the Submission Deadline by satisfying all of the following mandatory criteria:

***Fleet Operations & Maintenance (O&M) Experience***

The Bidder must have direct, verifiable experience in the commercial operations and maintenance of:

- At least thirty (30) commercial heavy passenger transit buses (minimum 10-meter vehicle length) operating on scheduled urban or intercity transit routes; **OR**

- At least fifty (50) commercial heavy transport vehicles (HCVs).

***Bus Depot & Maintenance Facility Management***

The Bidder must have past or ongoing experience in the management, operation, and technical upkeep of at least one (1) dedicated operational bus depot, fleet terminal, or heavy vehicle workshop facility.

The reference depot/facility managed by the Bidder must have a demonstrated operational capacity to park, service, maintain, and dispatch not less than thirty (30) heavy passenger buses or commercial



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heavy vehicles, equipped with operational inspection pits/hydraulic lifts, preventative maintenance bays, component repair facilities, washing infrastructure, and fueling/dispatch coordination.

*Note: Bids failing to demonstrate direct, verifiable experience in managing and operating an operational depot/workshop facility shall be declared non-responsive and rejected at the basic eligibility stage.*

***Scheduled Transit Operations & Intelligent Transport Systems (ITS)***

The Bidder must have direct, verifiable experience in the commercial operations and maintenance of:

- Timetable headway dispatch and fleet scheduling under a monitored transport regulatory framework; **OR**
- Deployment and daily operational administration of Automated Fare Collection (AFC) systems (smart card validators, handheld ETIMs, and revenue settlement reconciliation); **OR**
- Integration of onboard Automatic Vehicle Location (AVL / GPS) devices with a central Operations Control Center (OCC) or Fleet Management System (FMS).

**Technical Documentary Evidence to be Submitted:**

- Documentary proof of fleet operations and depot management in the form of client completion certificates, valid operational concession agreements, work orders, or certified contracts issued by relevant public transit authorities, transport departments, or corporate clients, clearly indicating fleet size, contract tenure, and scope of depot responsibilities.
- For private depot/workshop facilities owned and operated directly by the Bidder, verifiable utility connections (commercial industrial electricity, water), approved building/layout plans, environmental clearances, and geotagged photographs showing active inspection bays, wash facilities, and heavy bus parking areas.
- Detailed organogram and list of in-house technical and workshop personnel (including qualified mechanical engineers, depot supervisors, diagnostic technicians, and certified safety officers). If specialized heavy overhaul operations are supported through external arrangements, the Bidder must submit a binding collaboration agreement or MoU with an authorized OEM dealership or certified automotive workshop network.

➢ **DEPOT FACILITY AVAILABILITY & SITE CONTROL**

The Bidder (or Consortium) must demonstrate assured physical availability of a dedicated, compliant bus depot facility within the administrative limits of Karachi measuring not less than Two and a Half (2.50) contiguous Acres capable of housing, maintaining, and dispatching all Fifty (50) Diesel Double-Decker Buses throughout the Five (05) Year Concession Period.

To satisfy basic eligibility, the Bidder must submit documentary proof with its Technical Proposal establishing one of the following:



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a) Freehold ownership, registered sale deed, or government/industrial allotment in the name of the Bidder or a Consortium Member;
b) A registered lease agreement with an unbroken remaining tenure of not less than five (05) years from the Scheduled COD; OR

c) A duly executed conditional rental/lease agreement (or binding Agreement to Lease) with the lawful owner of the proposed facility, expressly contingent upon the award of the Concession Agreement ("Subject to Award"), supported by copies of the landlord's verified title documents and site layout plan.

*Note: Mere self-declarations or unverified undertakings without accompanying title/ownership or conditional lease documentation shall be rejected as non-responsive.*

- **CONSORTIUM REQUIREMENTS**

If the Bidder is a Consortium, the following mandatory conditions shall apply:

- Lead Member must hold at least 51% equity in the proposed SPV

- The role, responsibilities, and operational scope of each Consortium Member must be clearly delineated. Mandatory experience criteria may be satisfied jointly according to each member's role: (i) Fleet Operations & Maintenance Experience and Scheduled Transit/ITS Experience must be independently satisfied by the Consortium Member designated as the Fleet Operator; and (ii) Bus Depot & Maintenance Facility Experience and Depot Site Control may be satisfied either by the Fleet Operator or independently by the Consortium Member designated as the Depot/Facility Partner.

- Consortium Agreement must be submitted

## ANNEXURE B – EVALUATION AND QUALIFICATION CRITERIA

### DETAILED TECHNICAL EVALUATION

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

| Category | Points |
|---|---|
| Financial Capability | 30 |
| Technical Capability | 70 |
| **Total** | **100** |

To qualify, each Bidder must score overall seventy (70) or more points and must score at least fifty percent (50%) in each category listed above.

| FINANCIAL CAPABILITY | MAXIMUM MARKS – 30 |
|---|---|
| **A-1) Net Worth**<br><br>The Bidder (or its consortium in aggregate) must have a minimum Tangible Net Worth of PKR 1,000,000,000/- (Pakistani Rupees One Billion) based on the latest audited financial statements. Tangible Net Worth shall not include any revaluation reserves / surplus on property, plant, and equipment, or intangible assets.<br><br>• Tangible Net Worth of **PKR 5,000,000,000/-** (Pakistani Rupees Five Billion) or above will be awarded **15 (Fifteen) marks**.<br><br>• Tangible Net Worth of **PKR 2,500,000,000/-** (Pakistani Rupees Two Billion Five Hundred Million) or above, but less than PKR 5,000,000,000/-, will be awarded **12 (Twelve) marks**.<br><br>• Tangible Net Worth of **PKR 1,750,000,000/-** (Pakistani Rupees One Billion Seven Hundred Fifty Million) or above, but less than PKR 2,500,000,000/-, will be awarded **09 (Nine) marks**.<br><br>• Tangible Net Worth of **PKR 1,000,000,000/-** (Pakistani Rupees One Billion) or above, but less than PKR 1,750,000,000/-, will be awarded **06 (Six) marks**.<br><br>*(Note: The Bidder shall submit the latest audited financial statement to confirm the Net Worth)* | **Maximum Marks – 15** |
| **A-2) Average Annual Turnover**<br><br>The Bidder (or its consortium in aggregate) must have a minimum Average Annual Turnover of PKR 1,500,000,000/- (Pakistani Rupees One Billion Five Hundred Million) over the last three (3) audited financial years. | **Maximum Marks: 15** |



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| • Average Annual Turnover of PKR 5,000,000,000/- or above: **15 (Fifteen) Marks**<br><br>• Average Annual Turnover of PKR 3,500,000,000/- to < PKR 5,000,000,000/-: **12 (Twelve) Marks**<br><br>• Average Annual Turnover of PKR 2,000,000,000/- to < PKR 3,500,000,000/-: **09 (Nine) Marks**<br><br>• Average Annual Turnover of PKR 1,500,000,000/- to < PKR 2,000,000,000/-: **06 (Six) Marks**<br><br>*(Note: The Bidder shall submit audited financial statements of the past three consecutive years to confirm the Average Annual Turnover)* | |
| **TECHNICAL CAPABILITY** | **MAXIMUM MARKS – 70** |
| **B-1) Fleet Operations & Maintenance (O&M) Experience**<br><br>Demonstrated verifiable experience in the commercial operations and maintenance of heavy passenger commercial buses (≥ 10 meters in length) or heavy commercial transport vehicles (HCVs) within the last seven (7) years:<br><br>• O&M of **80 or more heavy passenger buses** (or ≥ 120 HCVs): **15 Marks**<br><br>• O&M of **50 to 79 heavy passenger buses** (or 80 to 119 HCVs): **12 Marks**<br><br>• O&M of **30 to 49 heavy passenger buses** (or 50 to 79 HCVs): **08 Marks**<br><br>• Less than 30 heavy passenger buses (or < 50 HCVs): **0 Marks** | **Maximum Marks: 15** |
| **B-2 Bus Depot & Maintenance Facility Management**<br><br>Demonstrated track record within the last seven (7) years in the direct operational management, administration, and technical upkeep of a dedicated bus depot, fleet terminal, or central heavy vehicle workshop facility:<br><br>• Active management of an operational bus depot/workshop with a parking, servicing, and dispatch capacity of ≥ 60 **heavy buses/vehicles**, equipped with ≥ 4 heavy inspection pits, automated/semi-automated washing plant, component overhaul bays, and dedicated fueling interface: **15 Marks**<br><br>• Active management of an operational depot/workshop with a capacity of **40 to 59 heavy buses/vehicles**, equipped with ≥ 3 inspection pits, washing facilities, and maintenance bays: **10 Marks** | **15 Marks** |



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| • Active management of an operational depot/workshop with a capacity of **30 to 39 heavy buses/vehicles**, equipped with ≥ 2 inspection pits and maintenance bays: **06 Marks**<br><br>• Zero verifiable depot management experience: **0 Marks** | |
| **B-3 Scheduled Transit Operations & Intelligent Transport Systems (ITS)**<br><br>Demonstrated commercial track record within the last seven (7) years in scheduled public transit dispatch, automated fare collection, and telematics integration:<br><br>• Comprehensive Track Record (10 Marks): Verifiable deployment and live operation of: (i) scheduled public transport dispatch adhering to timetable headways; (ii) onboard Automated Fare Collection (AFC) with smartcard validators/handheld ETIMs; and (iii) onboard Automatic Vehicle Location (AVL/GPS) streaming live operational telemetry into a central OCC or FMS.<br><br>• Moderate Track Record (07 Marks): Verifiable deployment and live operation meeting any two (2) of the three operational areas listed above.<br><br>• Basic Fleet Dispatch Track Record (04 Marks): Experience limited to manual scheduling and dispatch of commercial bus fleets without integrated AFC/OCC telematics.<br><br>• Zero verifiable experience across scheduled transit dispatch or ITS/AFC systems: 0 Marks. | **10 Marks** |
| **B-4 Organization Structure & Key Technical Personnel**<br><br>Evaluation of corporate structure, operational hierarchy, and qualifications of key management personnel assigned full-time to the Project:<br><br>**B-4(A) Organization Structure & Staffing Plan (03 Marks):**<br>Project-specific organogram detailing operational control, workshop engineering, driver scheduling, safety/rescue units, and depot administration for 50 double-decker buses: **03 Marks** (Basic/generic corporate organogram: **01 Mark**).<br><br>**B-4(B) Key Personnel Credentials (12 Marks):**<br>- *Fleet Operations Manager (03 Marks):* Master's/Bachelor's degree in Transport Engineering or related field with ≥ 10 years post-qualification experience in scheduled transit fleet management (12+ years = **03 marks**; 10–12 years = **02 marks**).<br>- *Chief Workshop / Mechanical Engineer (03 Marks):* Bachelor's degree in Mechanical/Automotive Engineering (PEC registered) with ≥ 10 years in heavy diesel vehicle overhauls and workshop supervision (12+ years = **03 marks**; 10–12 years = **02 marks**). | **15 Marks** |





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| - *Depot Safety & Operations Supervisor (03 Marks):* Degree/DAE with certified HSE credentials (NEBOSH/OSHA) and ≥ 8 years in depot yard safety and fueling protocols (10+ years = **03 marks**; 8–10 years = **02 marks**).<br><br>- *ITS & AFC Specialist (03 Marks):* Degree in Computer Science, Electrical, or Telecom Engineering with ≥ 5years in AVL telematics, CCTV integration, and smart ticketing validators (7+ years = **03 marks**; 5–7 years = **02 marks**). | |
| **B-5 Approach, Methodology & Proposed Depot Mobilization**<br><br>Evaluation of operational readiness, technical execution methodology, and proposed private depot site in Karachi meeting Annexure G standards:<br><br>• **Proposed Private Depot Site & Layout Plan (06 Marks):** Verifiable proof of contiguous land parcel ≥ 2.5 acres within Karachi, dead mileage ≤ 8 km from Route 1 or Route 2 terminals, layout featuring ≥ 4 inspection pits, 4.8m vertical clearances, wash plant, and 50k-liter fuel interface: **06 Marks** (Basic layout meeting minimum threshold without optimization: **03 Marks**).<br><br>• **Fleet Operations, Dispatch & Headway Plan (03 Marks):** Timetable adherence (5–7 min headways), driver rostering, and breakdown recovery (≤ 30 mins) across Route 1 (32.0 km) and Route 2 (25.0 km): **03 Marks**.<br><br>• **OEM Preventive Maintenance & 1.20 KM/L Fuel Strategy (03 Marks):** OEM service schedules, tire replacement regimen, and strict telematics-based fuel tracking to maintain the 1.20 KM/L efficiency benchmark: **03 Marks**.<br><br>• **Central OCC Telematics & Passenger Safety Plan (03 Marks):** Uninterrupted streaming of onboard AVL, 8-channel CCTV, and AFC validator data into SMTA OCC, alongside female passenger security and driver zero-harassment protocols: **03 Marks**. | **15 Marks** |





## 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 the '*Concession Agreement'* in the form attached to the Bidding Documents (the **"Agreement"**) is hereby accepted by the Employer.

You are requested to countersign and furnish your acceptance of this Notification of Award within seven (07) 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 thirty (30) days of issuance of this Notification of Award.

One (01) day prior to the date of signing of the Agreement you are required to furnish the Performance Securities.

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 Agreement 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 aforesaid Agreement are executed.

We would appreciate immediate notification and in any case within seven (07) days of award, of your acceptance of this Notification of Award i.e., the Letter of Acceptance, by returning one 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: _____ | Signature:_____ |
| Name: _____ | Name: _____ |
| S/O: _____ | S/O: _____ |
| Address: _____ | Address: _____ |
| Passport / CNIC: _____ | Passport/CNIC: _____ |

# ANNEXURE D – SCOPE OF WORK

## 1. PROJECT BACKGROUND, OBJECTIVES & REGULATORY CONCESSION

### 1.1. PROJECT BACKGROUND

The Sindh Mass Transit Authority (the "Employer" or "SMTA"), a statutory body established pursuant to Section 4 of the Sindh Mass Transit Authority Act 2014, has procured Fifty (50) pure diesel, fully air-conditioned urban transit double-decker buses (11.0 to 12.0 meters in length, passenger capacity of 100 to 120 passengers) under the Annual Development Programme (ADP) of the Government of Sindh (GoS).

To ensure professional management, commercial operational discipline, scheduled transit reliability, and the long-term structural preservation of these public capital assets, the Employer is outsourcing the operations, maintenance, depot management, and farebox administration to an experienced commercial fleet operator (the "Concessionaire") for a fixed concession period of Five (05) Years from the Commercial Operations Date (COD).

### 1.2. STRATEGIC OBJECTIVES

- Operate high-capacity double-decker transit services across two high-density arterial corridors in Karachi (Route 1: Karachi Bus Terminal to Merewether Tower; Route 2: Habib University to McDonald's Seaview).

- Enforce compliance with Original Equipment Manufacturer (OEM) maintenance protocols, preventative servicing schedules, and genuine component replacements to maintain full asset roadworthiness over the 5-year concession tenure.

- Protect the Concessionaire against retail fuel commodity price swings through bulk High-Speed Diesel (HSD) procurement by the Employer, while holding the Concessionaire strictly liable to a contractual fuel consumption efficiency benchmark of 1.20 KM / Liter.

- Administer all commuter fare collections and disbursements through a dedicated 5-Stage Ring-Fenced Escrow Clearing Mechanism, providing senior First Charge priority for the Concessionaire's earned OpEx remuneration.

- Integrate onboard Vehicle Logic Units (VLU), Automatic Vehicle Location (AVL / GPS), CCTV surveillance, vehicle weight/axle-load monitoring, and Automated Fare Collection (AFC) ticketing validators with the central SMTA Operations Control Center (OCC).

## 2. CORRIDOR SPECIFICATIONS, ALIGNMENTS & OPERATIONAL METRICS

The Concessionaire shall deploy, roster, and operate the Fifty (50) double-decker buses exclusively across the two (2) designated corridors, allocated as twenty-five (25) buses per corridor:

### 2.1. CORRIDOR 1: KARACHI BUS TERMINAL (SOHRAB GOTH) TO TOWER

- Corridor Length: 32.0 km (One-Way)

- Fleet: 25 Buses



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- Peak Headway: 6–7 Mins

Alignment & Bus Stops: Karachi Bus Terminal (KBT / Sohrab Goth) ➔ Sohrab Goth ➔ Water Pump ➔ Naseerabad ➔ Ayesha Manzil Chowrangi ➔ Karimabad Meena Bazaar (Main Parlour Market) ➔ Liaquatabad 10 Number Bus Stop ➔ Super Market ➔ Daak Khana ➔ Liaquatabad No. 02 ➔ Teen Hatti Flyover ➔ Martin Quarters Road ➔ Gurumandir Chowrangi ➔ Numaish ➔ Plaza ➔ Radio Pakistan ➔ Eidgah Cloth Market ➔ Light House / KMC Head Office ➔ Bolton Market ➔ Tower Terminal (Merewether Tower).




## 2.2. CORRIDOR 2: HABIB UNIVERSITY TO MCDONALD'S SEAVIEW

- Corridor Length: 25.0 km (One-Way)
- Fleet: 25 Buses
- Peak Headway: 5-6 Mins

Alignment & Bus Stops: Habib University ➔ Munawar Chowrangi ➔ Darul Sehat Hospital ➔ Johar Morr ➔ Askari-IV ➔ Drigh Road Station ➔ PAF Base Faisal ➔ Karsaz ➔ Awami Markaz ➔ Fine House ➔ Lal Kothi ➔ Nursery ➔ FTC ➔ SIUT (ex-Regent Plaza) ➔ JPMC ➔ Kidney Centre ➔ (Right turn onto School Road) ➔ Cantt. Station ➔ Chartered Accountant Avenue ➔ Khayaban-e-Iqbal (Main Clifton Road) ➔ Teen Talwar ➔ Do Talwar ➔ Hatim Ali Alvi Road ➔ Abdullah Shah Ghazi ➔ McDonald's Seaview Terminal.

## 2.3. Master Operating Plan Submission and Approval

- Not later than thirty (30) calendar days prior to the Scheduled Commercial Operations Date (COD), the Concessionaire shall formulate and submit a comprehensive Master Operating Plan & Service Timetable to the Employer and the Independent Engineer for formal review and written approval.

- Commercial passenger operations shall be governed strictly by the approved Master Operating Plan. The Concessionaire shall not alter headway intervals, curtail trips, adjust running speeds, or modify departure schedules without the prior written authorization of the Employer.

## 2.4. Service Timetable & Operating Windows

- Daily commercial operations shall run continuously from **06:00 Hours to 21:00 Hours PST** (15 consecutive operating hours).

- Peak Service Windows:

    - Morning Peak: 07:00 Hours to 10:30 Hours PST (Target Scheduled Headway: 5 to 7 minutes)

    - Evening Peak: 16:30 Hours to 20:30 Hours PST (Target Scheduled Headway: 5 to 7 minutes)

- Off-Peak Service Windows:

    - Midday Off-Peak: 10:30 Hours to 16:30 Hours PST (Target Scheduled Headway: 10 to 12 minutes)

    - Late Off-Peak / Wind-Down: 20:30 Hours to 21:00 Hours PST (Target Scheduled Headway: 12 to 15 minutes)

- The Concessionaire shall maintain a minimum ninety percent (90%) daily operational deployment across the fleet (at least 45 buses deployed in revenue service during peak windows). A maximum of five (5) buses (10%) may be scheduled for routine servicing, preventative maintenance, or active operational reserve.

- Timetables shall be designed to achieve an operational benchmark of approximately 220 kilometers per bus per operating day across 342 scheduled operating days per annum (aggregating to 11,000 scheduled fleet kilometers daily and approximately 3,762,000 scheduled revenue kilometers per annum across the 50-bus fleet).

## 2.5. Dead Mileage & Vehicle Positioning Protocols

- All vehicle movements between the Concessionaire's private depot and the official corridor terminal points (Karachi Bus Terminal, Habib University, Tower, or McDonald's Seaview) are classified as non-revenue Dead Mileage.

- All financial, wear-and-tear, maintenance, and fuel costs associated with Dead Mileage shall be borne one hundred percent (100%) by the Concessionaire. Kilometers traveled during Dead



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Mileage shall be tracked via AVL geofencing, excluded from passenger volume billing, and excluded from the operational 1.20 KM/L fuel consumption benchmark.

- Passenger boarding or carriage during Dead Mileage runs is strictly prohibited unless the alignment between the private depot and the route terminal has been formally submitted in the Master Operating Plan and approved in writing by the Employer as an Authorized Feeder / Positioning Run.

- Any bus picking up passengers outside approved corridors or runs without written authorization shall incur Liquidated Damages under Code OR-04 (PKR 10,000/- per instance), and all passenger revenue collected shall be deemed the property of the Employer and docked from the Concessionaire's Stage 2 OpEx disbursement.

## 3. ROLES, RESPONSIBILITIES & REGULATORY FRAMEWORK

### 3.1. OBLIGATIONS AND FACILITATION OF THE EMPLOYER (SMTA)

- Deliver physical custody of the Fifty (50) pure diesel double-decker buses to the Concessionaire at COD under a formal joint Handover Protocol, complete with registration documents, initial fitness certificates, and OEM manuals.

- Execute and maintain a separate OMC Fuel Supply Agreement with an authorized Oil Marketing Company (e.g., Pakistan State Oil – PSO) to deliver bulk High-Speed Diesel (HSD) directly into the licensed underground storage tanks at the Concessionaire-Provided Depot, absorbing all retail fuel commodity price fluctuations.

- Maintain the Tripartite Escrow Account with an Acceptable Bank and authorize monthly disbursements of the Concessionaire's verified OpEx fee as a senior First Charge under Stage 2.

- Grant the Concessionaire exclusive contractual operating rights across Route 1 and Route 2 in accordance with the Concession Agreement. The Employer shall provide administrative facilitation, institutional sponsorship, and formal clearance letters to the Karachi Regional Transport Authority (RTA) and the Transport & Mass Transit Department (TMTD), Government of Sindh, to ensure the prompt issuance and statutory renewal of all official Route Permits to the Concessionaire at statutory fee rates.

- Maintain the Main Transit Escrow Account and the separate dedicated Fuel Escrow Account with an Acceptable Bank under the Tripartite Escrow Agreement, authorizing monthly disbursements of the Concessionaire's verified OpEx fee as a senior First Charge under Stage 2.

- Deposit upfront revolving GoS Fuel Advances into the dedicated Fuel Escrow Account prior to COD and in advance of each operating cycle to ensure uninterrupted prepaid OMC diesel deliveries under Stage 4 and Stage 5.

### 3.2. OBLIGATIONS OF THE PROJECT CONCESSIONAIRE

- Provide, secure, lease, or utilize an existing operational bus depot facility (or adapt/upgrade an existing site) measuring not less than Two and a Half (2.5) contiguous Acres located within the administrative limits of Karachi at its sole cost, whether through direct ownership, a registered lease of not less than five (05) years, or via a Consortium Member, complying with the functional



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and operational standards in Annexure G. The Government of Sindh and SMTA shall provide zero land or premises for depot operations.

- Timetable execution, headway regulation, driver shift rostering, traffic monitoring, passenger boarding management, and emergency roadside recovery across Route 1 and Route 2.

- Executing all A/B/C/D servicing schedules, transmission overhauls, engine maintenance, electrical/chassis repairs, tire replacements/rotations, body repairs, and air conditioning upkeep strictly in accordance with OEM manuals.

- Managing depot dispensary operations in coordination with the OMC, strictly adhering to the mandatory technical efficiency benchmark of 1.20 KM / Liter.

- Maintaining 100% functional uptime of onboard Automatic Vehicle Location (AVL / GPS) trackers, driver display consoles, CCTV cameras, passenger door sensors, and vehicle weight sensors, ensuring continuous live streaming into the central SMTA OCC.

- Depositing 100% of all collected farebox revenues (cash, card, and mobile QR) daily without deduction into the project Escrow Account within twenty-four (24) hours.

- Procuring and maintaining Comprehensive Fleet Insurance and Third-Party Passenger Liability Insurance

## 4. PRIVATE DEPOT GOVERNANCE, WORKSHOP ASSETS & MAINTENANCE

### 4.1. DEPOT SCALE, VERTICAL CLEARANCES & INFRASTRUCTURE STANDARDS

The Concessionaire's depot facility must satisfy all minimum physical and engineering standards established in **Annexure G**:

- Contiguous land parcel measuring ≥ 2.50 Acres within Karachi, secured through freehold ownership, registered lease (≥ 5 years), or an executed conditional rental/lease agreement ('Subject to Contract Award') accompanied by verified title documents in accordance with Annexure A and Annexure G.

- Minimum vertical clearance of not less than 4.80 meters across all entry/exit gates, workshop canopies, and inspection bay portals to accommodate 4.0m–4.2m double-decker vehicle heights safely. Internal turning radii must accommodate heavy bus wheel paths (≥ 12.0 meters).

- Minimum four (04) heavy-duty reinforced concrete inspection pits equipped with pneumatic/hydraulic column lifts, centralized compressed air piping, used oil evacuation plumbing, and explosion-proof service lighting.

- Automated gantry bus washing system (throughput capacity ≥ 15 buses/hour) connected to an industrial oil-water effluent treatment separator certified by the Sindh Environmental Protection Agency (SEPA).

- Licensed underground storage tank (≥ 50,000 Liters capacity) equipped with calibrated digital flow meters, automated tank gauging (ATG), and a dedicated decanting bay for OMC delivery bowsers.



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- High-voltage commercial power backed by an automatic prime-rated diesel generator (≥ 100 kVA) and dedicated high-speed fiber-optic internet for real-time CCTV yard streaming to SMTA OCC.

### 4.2. Direct Landlord Undertaking / Non-Disturbance

- Where the depot site is leased from a third-party landowner:
    - The lease agreement must include an irrevocable, notarized Tripartite Landlord Undertaking executed among the Landlord, Concessionaire, and SMTA.
    - The Landlord must formally acknowledge that the Fifty (50) double-decker buses, maintenance tools, and onboard ITS systems are public property owned by the Government of Sindh.
    - In the event of rent default or lease dispute by the Concessionaire, the Landlord shall issue a formal sixty (60) calendar days' written notice to SMTA prior to taking any possessory, lock-out, or eviction action.
    - The Landlord shall not distrain, hypothecate, impound, seize, or assert any landlord lien over the Government-owned buses, and must grant SMTA unconditional rights to enter the premises and evacuate the fleet. Issuance of this signed undertaking is a mandatory Condition Precedent to COD.

### 4.3. Maintenance Regime & Technical Specifications Compliance

- All maintenance activities must comply with the technical requirements of the HIGER Bus OEM manuals.
- The Concessionaire shall take custody of, operate, and preserve the depot tool sets, heavy cradles/dollies, diagnostic software, and test benches supplied with the fleet.
- Maintain a minimum rolling stock of fast-moving spare parts, filters, brake pads, fan belts, sensors, fluids, and structural body panels equivalent to not less than three (3) months of operational consumption (supplementing the initial two-year OEM spare parts package provided).
- Tires must have radial ply construction (275 mm width, certified for axle loads up to 13.5T). Tires must be replaced when remaining tread depth drops to 3.0 mm. Retreaded, regrooved, or patched tires are strictly prohibited.
- Air-conditioning systems must maintain saloon temperatures strictly between 22°C and 25°C on both the upper and lower decks during passenger service.
- Every bus dispatched for service must undergo an automated exterior wash and interior vacuuming, floor sanitization, and grab-handle cleaning prior to morning gate-out.

### 4.4. Fuel Efficiency Governance & 1.20 KM/L Reconciliation

- The Employer shall procure and supply bulk High-Speed Diesel (HSD) directly to the

Concessionaire-Provided Depot via an authorized Oil Marketing Company (OMC), absorbing 100% of fuel price volatility.

- The Concessionaire shall record every fueling event digitally via the VLU/FMS interface, logging bus registration, chassis number, date/time, driver ID, and odometer reading.

- Within seven (07) days of the close of each month, the Independent Auditor shall calculate the fleet's operational fuel efficiency:

$$Operational\ Fuel\ Efficiency = \frac{Verified\ Scheduled\ Revenue\ Kilometers\ Operated}{Total\ Liters\ of\ Diesel\ Consumed\ in\ Revenue\ Service}$$

- If fleet efficiency falls below the mandatory benchmark of 1.20 KM / Liter, the full landed cost of the excess fuel shall be deducted directly from the Concessionaire's monthly OpEx disbursement under Stage 2 of the Escrow Account:

$$\boldsymbol{D}_{fuel} = \left[Actual\ Liters\ Consumed - \left(\frac{Verified\ Revenue\ Kilometers}{1.20\ KM/L}\right)\right] \times Delivered\ OMC\ Diesel\ Price\ per\ Liter$$

- Any Excess Fuel Deduction ($\boldsymbol{D}_{fuel}$) withheld from the Concessionaire's monthly OpEx invoice under Stage 2 of the Main Transit Escrow Account shall be transferred and deposited immediately by the Escrow Agent Bank into the dedicated Fuel Escrow Account to replenish the prepaid fuel balance.

- Commercial billing and payment for bulk High-Speed Diesel (HSD) shall be governed exclusively between SMTA and the OMC under the separate OMC Fuel Supply Agreement. The Concessionaire shall act strictly as the physical custodian of delivered fuel at the Depot and shall:

    - Submit rolling seven (07) day bulk fuel indents to SMTA/OCC and the OMC based on Automated Tank Gauging (ATG) stock levels;

    - Provide unobstructed bowser decanting access, fire safety cover, and joint dip/meter verification upon every OMC delivery, co-signing delivery challans with the Independent Engineer; and

    - Assume 100% financial liability for any fuel pilferage, tank leakage, water contamination, or unauthorized dispensing occurring after custody transfer at the Depot decanting flange.



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## 5. FAREBOX ADMINISTRATION, REVENUE INTEGRITY & ESCROW CLEARING

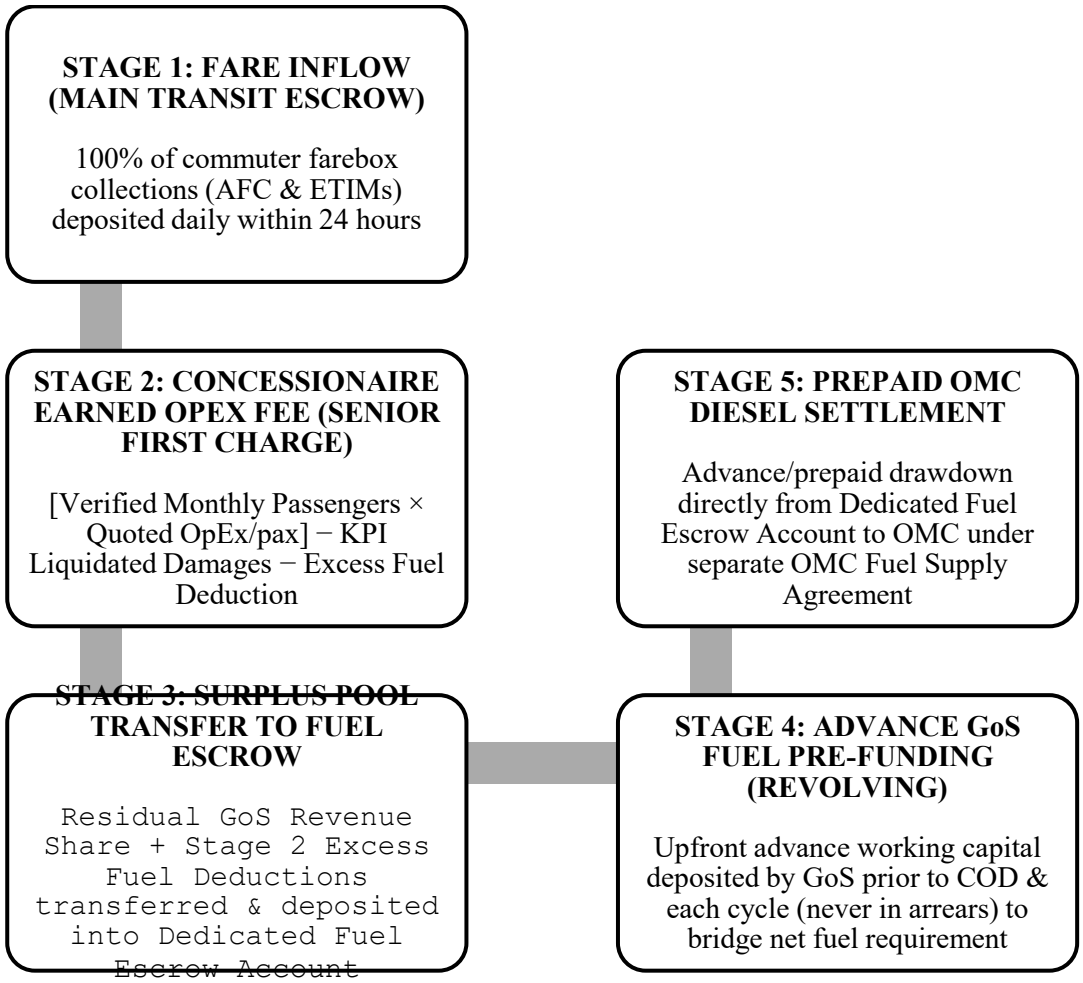
### 5.1. THE 5-STAGE RING-FENCED ESCROW MECHANISM

All project finances shall clear through a dual-account escrow structure established at an Acceptable Commercial Bank pursuant to the Tripartite Escrow Agreement:

- Main Transit Escrow Account: Receives 100% of daily commuter farebox deposits from AFC validators and ETIMs (Stage 1) and disburses the Concessionaire's certified Net Monthly OpEx Payment as the absolute senior First Charge (Stage 2).

- Dedicated Fuel Escrow Account: Receives (i) transfers/deposits of all residual Stage 3 Surplus Pool balances from the Main Transit Escrow Account, (ii) any Stage 2 Excess Fuel Deductions ($\boldsymbol{D}_{fuel}$) recovered from the Concessionaire, and (iii) upfront revolving GoS Fuel Advances deposited in advance by GoS/SMTA (Stage 4).

- Prepaid OMC Settlement (Stage 5): GoS/SMTA shall maintain a positive advance liquidity balance in the dedicated Fuel Escrow Account prior to COD and ahead of each operating cycle. Bulk HSD deliveries by the contracted OMC shall be settled on an advance/prepaid drawdown basis directly from the dedicated Fuel Escrow Account under the separate OMC Fuel Supply Agreement, ensuring zero fuel supply interruption.



## 5.2. MONTHLY OPEX REMUNERATION FORMULA

Within seven (07) calendar days following the conclusion of each billing month, the Concessionaire shall submit its monthly invoice substantiated by AFC transaction logs and vehicle telemetry, certified by the Independent Auditor:

$$\textit{Net Monthly OpEx Payment} = \left(\boldsymbol{P}_{verified} \times \boldsymbol{R}_{awarded}\right) - \boldsymbol{LD}_{KPI} - \boldsymbol{D}_{fuel}$$

Where:

- $\mathbf{P}_{\text{verified}}$ = Total passenger trips verified by the AFC system and certified by the Independent Auditor for the billing month.
- $\mathbf{R}_{\text{awarded}}$ = Awarded Concessionaire OpEx Fee per Passenger (PKR/pax), fixed for Year 1 and adjusted annually by CPI under Article 16 of the Concession Agreement.
- $\mathbf{LD}_{\text{KPI}}$ = Total Liquidated Damages accrued under the KPI Matrix during the billing period (capped at 10% of gross monthly OpEx).
- $\mathbf{D}_{\text{fuel}}$ = Excess Fuel Deduction assessed pursuant to Section 4.4.

## 5.3. PASSENGER COUNTING VERIFICATION & OFFLINE AFC CLAWBACK PROTOCOL

1. **Primary Audit Record (AFC Validations):** Total count of unique electronic card taps, mobile QR-code validations, and conductor handheld ETIM ticket issuances recorded on the backend central ticketing clearinghouse.

2. **Secondary Cross-Check (Vehicle Weight / Axle Load Sensors):** Pursuant to Section 9.3 of Schedule B of the Supply Agreement, onboard load-cell sensors transmit real-time vehicle weight and axle load distributions to the VLU. The Independent Engineer and OCC shall correlate vehicle weight changes with GPS coordinates at each bus stop to estimate physical passenger loading. Where the variance between AFC ticket scans and weight-estimated boardings exceeds ten percent (10%) over any 24-hour cycle, an immediate operational and ticket inspection audit shall be triggered.

3. Offline / Bypassed AFC Default & Deemed Fare Clawback:

    a. Operating a bus with a disconnected, unpowered, bypassed, or offline AFC validator or handheld ETIM is strictly prohibited.

    b. In the event that a bus operates revenue kilometers with an offline or tampered ticketing device:

        i. Zero OpEx Fee shall be payable to the Concessionaire for that entire vehicle shift;

        ii. The trip shall be assessed a Deemed Passenger Volume equal to eighty percent (80%) of the licensed passenger capacity (90 passengers per trip) for all scheduled trips operated during that shift;

        iii. The Deemed Farebox Revenue (calculated as: Deemed Passenger Volume × Maximum Notified Long-Trip Tariff of PKR 120.00/passenger) shall be treated as unremitted farebox collection and deducted directly from the Concessionaire's



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Stage 2 OpEx disbursement;

iv. Liquidated damages under Code IT-03 (PKR 100,000/- for deliberate tampering) or Code IT-04 (PKR 5,000/- per shift for operational failure) shall be assessed.

### 5.4. Daily Farebox Deposit Obligation

All commuter fare revenues (cash collected by conductors and digital smartcard receipts) shall be deposited into the Stage 1 Escrow Collection Account within twenty-four (24) hours of each operating day's close. The Concessionaire shall have zero right of set-off or retention against fare collections. Retaining cash collections constitutes a material breach and an Event of Default.

## 6. KEY PERFORMANCE INDICATORS (KPIs)

The KPIs shall govern payment adjustments and operational compliance.

### 6.1. Operational Reliability & Dispatch Adherence

| Code | Performance Failure / Violation | Contract Threshold | Liquidated Damages / Deduction |
|---|---|---|---|
| **OR-01** | **Peak Fleet Deployment Shortfall** | Minimum 45 operational buses deployed daily during morning/evening peaks. | PKR 15,000/- per bus per day for each bus short of the mandatory 45-bus deployment threshold. |
| **OR-02** | **Unoperated / Missed Scheduled Trips** | 100% of approved timetable trips operated across Route 1 and Route 2. | PKR 5,000/- per missed half-trip (one-way) or PKR 10,000/- per missed round-trip. |
| **OR-03** | **Headway Irregularity / Bus Bunching** | Departure within $\pm 3$ minutes of approved headway (5–7 min peak). | PKR 3,000/- per occurrence of unauthorized headway gap exceeding 5 minutes or vehicle bunching. |
| **OR-04** | **Unauthorized Off-Route Operation** | Buses must strictly adhere to the notified corridor alignments. | PKR 10,000/- per unauthorized off-route deviation. |
| **OR-05** | **Skipping Designated Bus Stops** | Mandatory stop at all designated bus stops where passengers are waiting or signaling. | PKR 3,000/- per skipped bus stop, verified via CCTV or passenger complaint backed by GPS dwell-time data. |
| **OR-06** | **Stopping Outside Designated Stops** | Passenger boarding/alighting permitted strictly at designated bus stop curb zones. | PKR 2,500/- per instance of boarding/dropping passengers at traffic signals, intersections, or mid-block. |
| **OR-07** | **Delayed Breakdown Recovery** | Stranded passengers transshipped and replacement bus on-scene within $\leq 30$ mins. | PKR 15,000/- per incident exceeding 30 minutes, plus recovery/towing costs if cleared by SMTA. |
| **OR-08** | **Over-Speeding Violation ($> 50$ km/h)** | Commercial speed strictly governed; maximum speed capped at 50 km/h. | PKR 5,000/- per recorded speeding event ($> 50$ km/h for $> 15$ continuous seconds via AVL logs). |
| **OR-09** | **Traffic Signal Violations / Red-Light Jumping** | Strict compliance with traffic control signals and Karachi Traffic Police regulations. | PKR 10,000/- per recorded violation, plus immediate driver suspension on second repeat offence. |



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### 6.2. VEHICLE CONDITION, MAINTENANCE & FLEET QUALITY

| Code | Performance Failure / Violation | Contract Threshold | Liquidated Damages / Deduction |
|---|---|---|---|
| **VC-01** | **Saloon Air Conditioning Non-Functionality** | Saloon climate maintained at 22°C to 25°C on both decks. | **PKR 5,000/- per bus per shift** found operating with defective, switched-off, or sub-standard A/C. |
| **VC-02** | **Dirty / Unwashed Vehicle Deployed** | Buses washed externally daily; daily swept and sanitized saloons. | **PKR 3,000/- per bus** deployed with unwashed exterior body, dirty glass, or littered saloon floors. |
| **VC-03** | **Defective Saloon / Exterior Lighting** | 100% operational upper/lower deck saloon lights, step lights, headlights, and indicators. | **PKR 2,000/- per lighting defect** detected during morning gate-out or corridor inspection. |
| **VC-04** | **Defective Destination Displays (LEDs)** | Front, side, and rear digital LED route destination displays fully functional. | **PKR 3,000/- per bus per day** operating with non-functioning, incorrect, or unlit LED destination boards. |
| **VC-05** | **Damaged Seats, Handrails, or Interior Fittings** | All passenger seats, stanchions, grab handles, and bell pushes in good repair. | **PKR 2,000/- per damaged/missing fitting** not repaired within 24 hours of notification. |
| **VC-06** | **Cracked Glass / Defective Windshields** | Zero cracked, chipped, or damaged panoramic windshields, side windows, or mirrors. | **PKR 10,000/- per bus**; bus barred from dispatch until replacement with OEM laminated safety glass. |
| **VC-07** | **Excessive Exhaust Smoke / Fluid Leaks** | Zero visible black smoke emission; zero engine oil, transmission fluid, or coolant leaks. | **PKR 10,000/- per occurrence**; vehicle grounded immediately until certified roadworthy by Independent Engineer. |
| **VC-08** | **Substandard Tires / Defective Brakes** | Minimum tire tread depth $\geq$ 3.0 mm; braking efficiency meeting OEM specs. | Immediate grounding of bus, PLUS **PKR 20,000/- fine** per bus found operating with bald or retreaded tires. |
| **VC-09** | **Defective Doors / Door Interlock Bypassed** | Vehicle shall not move with passenger doors open; interlocks fully functional. | **PKR 15,000/- per occurrence** of bus moving with open doors or tampered safety interlocks. |

### 6.3. TELEMATICS, ITS & REVENUE INTEGRITY

| Code | Performance Failure / Violation | Contract Threshold | Liquidated Damages / Deduction |
|---|---|---|---|
| **IT-01** | **Dark AVL / GPS Tracker (Offline Feed)** | Continuous real-time GPS telemetry transmission to SMTA central OCC. | **PKR 5,000/- per bus per day** operating with offline, non-transmitting, or dark tracking devices. |
| **IT-02** | **CCTV Failure / Video Blackout** | Continuous recording and live feed on all onboard cameras (upper/lower decks, doors, road). | **PKR 5,000/- per bus per day** operating with defective, misaligned, or dark camera feeds. |
| **IT-03** | **Tampering with Telematics /** | Zero tolerance for deliberate disconnection, GPS jamming, or | **PKR 100,000/- fine per incident**, plus formal criminal complaint and |



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| | **Odometer** | odometer tampering. | immediate driver/staff de-licensing. |
| **IT-04** | **AFC Validator / ETIM Out of Service** | Onboard smart card validators and conductor handheld ETIMs fully operational. | **PKR 5,000/- per shift** for each non-functioning validator; bus barred from revenue dispatch without ticketing device. |
| **IT-05** | **Delayed Daily Farebox Deposit** | 100% of collected farebox revenue deposited into the Escrow Account within ≤ 24 hours. | **PKR 50,000/- per day of delayed deposit**, plus formal Notice of Commercial Default on 3rd business day. |
| **IT-06** | **Conductor Fare Pilferage / Unticketed Commuter** | 100% of onboard passengers must hold an authentic electronic ticket or validated smartcard. | **PKR 2,500/- per unticketed passenger** detected during revenue inspection, recovered from the monthly OpEx invoice. |

### 6.4. DRIVER DISCIPLINE, PASSENGER SAFETY & SOCIAL GOVERNANCE

| Code | Performance Failure / Violation | Contract Threshold | Liquidated Damages / Deduction |
|---|---|---|---|
| **DS-01** | **Unlicensed / Unverified Driver Deployed** | Drivers must possess valid PSV commercial licenses and police verification. | **PKR 25,000/- per occurrence**; immediate removal of driver from project operations. |
| **DS-02** | **Staff Out of Uniform / Missing ID Badge** | Drivers and conductors must be in prescribed uniform displaying corporate photo ID badges. | **PKR 1,500/- per crew member per shift** found un-uniformed, unkempt, or without visible ID badge. |
| **DS-03** | **Mobile Phone Usage While Operating Vehicle** | Mobile phone usage (calling, texting, earphones) strictly banned while driving. | **PKR 5,000/- per recorded instance** (verified via saloon driver camera or inspection squad). |
| **DS-04** | **Smoking / Gutka / Pan Consumption Onboard** | Absolute ban on smoking, gutka, mainpuri, pan, or chewing tobacco by staff inside buses. | **PKR 5,000/- per instance**; second violation triggers immediate termination of driver/conductor. |
| **DS-05** | **Staff Misconduct / Discourteous Behavior** | Staff must maintain polite, professional conduct toward the travelling public. | **PKR 5,000/- per substantiated passenger complaint** regarding abusive, rude, or unprofessional behavior. |
| **DS-06** | **Violation of Female Priority Seating** | Lower deck front cabin strictly reserved for women, children, elderly, and PWDs. | **PKR 10,000/- per instance** where conductor permits unauthorized males to occupy female reserved seats. |
| **DS-07** | **Passenger Harassment (Zero Tolerance)** | Absolute protection of female commuters against verbal, visual, or physical harassment. | **PKR 50,000/- fine**, immediate termination and blacklisting of employee, and handover to Karachi Police for criminal FIR. |
| **DS-08** | **At-Fault Minor Traffic Accident** | Driving crew must exercise extreme care and defensive driving techniques. | **PKR 20,000/- per minor at-fault accident**, plus 100% repair cost borne entirely by Concessionaire. |
| **DS-09** | **Major At-Fault / Fatal Accident** | Zero tolerance for reckless driving resulting in grievous | **PKR 250,000/- fine**, permanent revocation of driver's permit, and full |



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| | | injury or loss of life. | criminal/civil liability under Pakistani law. |

### 6.5. PROCEDURAL CURE PERIODS, DEDUCTION CAPS & PERSISTENT DEFAULTS

1. **Notice and Cure for Minor Infractions:** For minor cosmetic, uniform, or minor maintenance defects (e.g., burned-out interior indicator bulb, minor torn seat upholstery, un-uniformed conductor), the Independent Engineer shall issue a Written Rectification Notice. The Concessionaire shall have four (04) operating hours to cure the defect. If uncured within four (04) hours, it converts into a chargeable defect subject to a deduction of PKR 2,000/- per calendar day until certified resolved.

2. **Monthly Liquidated Damages Cap:** The total aggregate liquidated damages deducted under this Section for any calendar month shall not exceed ten percent (10%) of the Concessionaire's gross monthly OpEx invoice for that month.

3. **Persistent Breach Trigger:** If the Concessionaire reaches the 10% liquidated damages cap for two (2) consecutive calendar months, or for three (3) months within any rolling twelve-month period, it constitutes a Persistent Operational Default. Upon such occurrence, the Employer may encash the Performance Security and initiate contract termination under Article 28 of the Concession Agreement.

## 7. MOBILIZATION, YEAR-5 ASSET PROTECTION & FLEET HANDBACK

### 7.1. SIXTY (90) CALENDAR DAY MOBILIZATION PERIOD

The Concessionaire shall achieve full Commercial Operations Date (COD) within ninety (90) calendar days of the execution of the Concession Agreement:

- Ensure operational readiness, verification, and any necessary technical upgrades/fit-outs of the proposed operational bus depot facility (including functional inspection pits, bus washing plant, bulk fuel storage interface, standby generator power, and perimeter yard security) meeting the baseline operational standards set forth in Annexure G;

- Deliver the executed Tripartite Landlord Undertaking for the depot site to SMTA;

- Complete joint pre-handover physical condition inspections of the 50 buses with SMTA, the bus OEM, and the Independent Engineer;

- Recruit, vet, uniform, and train all driving crews, workshop mechanics, and conductors;

- Complete live telematics streaming and AFC validator integration with the SMTA central OCC.

### 7.2. YEAR-5 HANDBACK RETENTION RESERVE

To protect public capital assets against deferred maintenance or stripped components during the final contract year:

- During the final six (06) months of Year 5, the Escrow Agent shall retain ten percent (10%) of the Concessionaire's net monthly OpEx disbursement under Stage 2, depositing it into a segregated

Handback Retention Reserve within the Escrow Account.

- Upon contract expiration, a comprehensive joint mechanical condition audit of the Fleet shall be executed by the Independent Engineer and the bus OEM.

- The Handback Retention Reserve shall be released to the Concessionaire within thirty (30) days following the audit, provided the Fleet meets the following mandatory conditions:

    - All 50 double-decker buses are fully functional, roadworthy, and structurally sound (fair wear and tear excepted);

    - Diesel engines, automatic gearboxes, air suspensions, and braking assemblies test within OEM operating tolerances;

    - Tire tread depths across all axles measure $\geq 5.0$ mm;

    - Saloon air-conditioning units maintain the required 22°C to 25°C on both decks;

    - Complete physical and digital historical maintenance logs, oil test reports, and repair registers are surrendered to the Employer.

- If any bus fails the handback audit, the Employer shall execute necessary repairs using funds from the Handback Retention Reserve and, if insufficient, call upon the Performance Security. Surplus balances in the Reserve shall then be released to the Concessionaire.



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## ANNEXURE E – REQUIREMENTS FOR CONSORTIUM AGREEMENT

The legally binding and enforceable Consortium Agreement between each Consortium Member shall include, at a minimum, the following representations, undertakings, terms, conditions and requirements:

(a) Specify the designated Lead Member, nominated by the Consortium, as its representative and the role of each Consortium Member.

(b) Each Consortium Member shall authorise the Lead Member to sign and submit the Bid on its behalf and participate in the Bidding Process.

(c) The proportion of the shareholding in the SPV to be held by each Consortium Member.

(d) The Lead Member shall undertake, and all Consortium Members shall confirm, that the Lead Member shall maintain a minimum of 51% (fifty one percent) share in SPV. No change in the Consortium, by addition/withdrawal of a Consortium Member or change in percentage shareholding of any consortium member, except as may be permitted under the Agreement.

(e) Confirmation that the terms of the Consortium Agreement shall not be changed, amended or modified in any manner during the Bidding Process without prior consent of the Employer, provided that no such change shall impact the minimum requirements set out in the Bidding Documents.

(f) Specify that the Consortium Members are jointly and severally liable as per the requirements of the Bidding Documents.

# ANNEXURE F – TECHNICAL SPECIFICATIONS OF THE FLEET

## 1. FLEET ASSET STATUS & CUSTODY PROTOCOL

### 1.1. ASSET OWNERSHIP & PROCUREMENT STATUS

The Fleet comprises Fifty (50) pure diesel, fully air-conditioned, 11–12-meter urban transit double-decker buses procured by the Government of Sindh (GoS) under its Annual Development Programme (ADP). The buses always remain the exclusive public property of GoS / SMTA. The Concessionaire acts strictly as the operational and maintenance custodian of the Fleet; no vehicle manufacturing, prototype design, import homologation, or initial supply obligations apply to the Concessionaire.

### 1.2. JOINT PHYSICAL HANDOVER & CONDITION BASELINE

Prior to the Commercial Operations Date (COD), custody of the Fifty (50) buses, together with OEM maintenance manuals, initial spare parts packages, specialized workshop tools and dollies, diagnostic software licenses, Sindh commercial vehicle registrations, and initial Certificates of Fitness, shall be transferred to the Concessionaire under a formal Joint Handover Protocol signed by SMTA, the Bus OEM, the Independent Engineer (IE), and the Concessionaire.

### 1.3. ASSIGNMENT OF OEM WARRANTIES

SMTA shall assign the benefit of all active OEM chassis, powertrain, body, and Intelligent Transport System (ITS) warranties to the Concessionaire. The Concessionaire shall strictly adhere to OEM servicing intervals and genuine parts requirements so as not to void or impair any manufacturer warranty. Any repair costs arising from traffic accidents, operator negligence, unauthorized modifications, or missed scheduled maintenance shall be borne one hundred percent (100%) by the Concessionaire.

## 2. BASELINE TECHNICAL SPECIFICATIONS OF THE FLEET (REFERENCE)

The Concessionaire shall maintain all Fifty (50) double-decker buses in strict conformity with their OEM design and safety parameters throughout the Five (05) Year Concession Period:

| S. No. | System / Parameter | Baseline Fleet Specification |
|---|---|---|
| 1. | **Vehicle Type & Model** | 2026 Urban Transit Pure Diesel Double-Decker Bus (Right-Hand Drive) |
| 2. | **Overall Dimensions** | Length: 11.0 – 12.0 m; Width: 2.50 – 2.60 m; Maximum Height: 4.00 – 4.20 m |
| 3. | **Floor & Doorway Height** | Curb-side entry floor height: ~350 mm; Minimum doorway clear height: 1.90 m |
| 4. | **Passenger Capacity** | 100 – 120 passengers (Lower Deck seated + standing; Upper Deck strictly seated) |
| 5. | **Accessibility & Priority** | Minimum 1 forward-facing wheelchair bay (≥1.3 m) with ISO 10542 restraints & manual boarding ramp; dedicated lower-deck women-only priority seating cabin |
| 6. | **Engine & Emissions** | Rear-mounted 4- or 6-cylinder turbocharged diesel engine compliant with applicable Euro emission standards; projected design life: 1,200,000 km or 12 years |



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| 7. | **Fuel Tank Capacity** | 200 – 220 Liters (internally baffled, left-side anti-splash filler neck) |
| 8. | **Transmission** | Electronically controlled automatic gearbox matched to powertrain |
| 9. | **Axles & Load Ratings** | Front Axle: 6.5 – 7.5 Metric Tons; Rear Axle: 13.0 – 13.5 Metric Tons |
| 10. | **Suspension & Steering** | Electronic Controlled Air Suspension (ECAS) with self-levelling & kneeling function; hydraulic / electro-hydraulic power steering |
| 11. | **Braking System** | Dual-circuit full pneumatic air brakes with ABS and emergency brake release valve |
| 12. | **Tires & Wheels** | Radial ply tubeless tires (275 mm width, certified for ≥13.5T rear-axle load); interchangeable rims |
| 13. | **Turning Radius** | Maximum 12.0 meters (outer wheel track) |
| 14. | **Passenger Doors** | Two (2) curb-side double-leaf inward-swinging electro-pneumatic doors with 25 mm anti-pinch sensors and brake/accelerator motion interlocks |
| 15. | **Saloon Climate Control** | Dual roof-mounted HVAC units capable of maintaining 22°C – 25°C on both upper and lower decks at ambient temperatures up to 45°C, with door air curtains (1,000 ± 50 $m^3$/hr) |
| 16. | **Noise & Speed Limits** | Governed commercial operating speed ≤50 km/h (design max 70–80 km/h); Internal noise ≤80 dB; External idling noise ≤65 dB |

## 3. ONBOARD INTELLIGENT TRANSPORTATION SYSTEM (ITS) & FARE EQUIPMENT

Each bus is equipped with an integrated ITS suite that the Concessionaire shall keep one hundred percent (100%) operational, calibrated, and continuously connected to the central SMTA Operations Control Center (OCC):

**3.1. Vehicle Logic Unit (VLU) & Bus-FMS Interface:** Core onboard computer server logging wheel/tachometer speed, fuel levels, engine RPM/hours, odometer distance, door status, brake air pressure, and diagnostic fault codes via open Bus-FMS standards.

**3.2. Automatic Vehicle Location (AVL / GPS):** Real-time GPS tracking and headway management unit displaying target schedule speeds on the Driver Data Terminal (DDT) and transmitting continuous telemetry via dual-SIM 3G/4G cellular and UHF/VHF backup gateways.

**3.3. Axle-Load / Vehicle Weight Sensors:** Real-time load-cell sensors transmitting total vehicle weight and axle load distribution to the VLU for secondary passenger boarding cross-checks and legal axle-load compliance.

**3.4. Automated Fare Collection (AFC):** Driver NFC login console and two (2) onboard AFC validators (supporting NFC smartcards and QR codes), supplemented by conductor handheld Electronic Ticketing Machines (ETIMs).

**3.5. CCTV & Digital Video Recorder (DVR):** Minimum four (4) to eight (8) IP CCTV cameras covering front door/driver cabin, lower and upper passenger saloons, rear exit, and exterior reverse view, connected to an onboard DVR with minimum 48-hour storage and live emergency streaming to SMTA OCC.

**3.6. Passenger Information & Safety Systems:** Front and side amber LED destination boards (Urdu



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and English), internal LCD next-stop displays, automated GPS-triggered audio stop announcements, driver covert panic alarm, passenger stop-request buttons (within 1.2 m of any passenger), passenger Wi-Fi (≥3.0 Mbps), and seat-back USB charging ports.

## 4. CONCESSIONAIRE MAINTENANCE, PRESERVATION & OVERHAUL OBLIGATIONS

### 4.1. Mandatory OEM Preventative Servicing Regimen

The Concessionaire shall execute all scheduled preventative maintenance strictly in accordance with the OEM Operation and Maintenance Manuals:

a) **Service 'A' (Daily Pre-Dispatch / Gate-Out Check):** Automated exterior body wash, interior floor sanitization and vacuuming, grab-handle disinfection, tire pressure and wheel-nut torque check, fluid level checks, pneumatic brake/air-pressure test, door anti-pinch and motion interlock verification, HVAC cooling test, and ITS/AFC/CCTV connectivity check.

b) **Service 'B' (Every 5,000 km or Monthly):** Engine oil and oil/fuel/air filter replacements, brake lining/pad thickness measurement, ECAS airbag and height-sensor inspection, battery electrolyte/terminal check, and VLU diagnostic fault scan.

c) **Service 'C' (Every 20,000 km or Quarterly):** Automatic transmission fluid and filter servicing, rear differential oil replacement, HVAC evaporator/condenser cleaning and refrigerant pressure check, steering/suspension bushing inspection, and laser wheel alignment.

d) **Service 'D' (Every 80,000 km or Annually):** Comprehensive chassis and structural corrosion audit, brake valve/chamber overhaul, alternator and starter servicing, cooling system flush, and full electrical harness inspection.

### 4.2. Spare Parts, Consumables & Tire Standards

a) **Genuine OEM Parts:** Only genuine OEM-certified replacement parts, filters, belts, sensors, and electronic modules shall be installed. Aftermarket, counterfeit, or salvaged parts are strictly prohibited.

b) **Minimum Rolling Inventory:** Upon exhaustion of the initial OEM spare parts package supplied with the buses, the Concessionaire shall maintain at its own cost a minimum three (3) months' rolling inventory of fast-moving spare parts and consumables at the Depot.

c) **Tire Governance:** All tires must be radial ply (275/70 R22.5 or OEM-specified equivalent) rated for 13.5T axle loads. Any tire whose tread depth wears down to 3.0 mm must be immediately removed and replaced with a new tire. Retreaded, regrooved, or vulcanized/patched tires are strictly banned from passenger service.

d) **Handback Tread Requirement:** At the conclusion of Year 5, all tires across all axles must have a minimum remaining tread depth of 5.0 mm pursuant to the Handback Audit standards.

### 4.3. Bodywork, Livery & Exterior Preservation

a) **Exterior Livery & Advertisements:** The Concessionaire shall preserve the official SMTA exterior paint finish and graphic livery. Any dents, scratches, or collision damage must be



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repaired and repainted using OEM-matched polyurethane/water-based automotive coatings within seven (7) calendar days. No commercial advertisements may be affixed to the exterior or interior of any bus without prior written authorization from SMTA.

b) **Underbody Anti-Corrosion Protection:** Given Karachi's coastal humidity and salinity, the Concessionaire shall conduct high-pressure under-chassis washing weekly and reapply fire-retardant anti-corrosion undercoating annually.

c) **Saloon Interior & Safety Equipment:** Dry-chemical fire extinguishers (lower and upper decks), first-aid kits, emergency roof hatches, window-breaking hammers, and ISO 10542 wheelchair restraints must be inspected daily and kept fully charged, sealed, and accessible.

### 4.4. Custody of OEM Tools & Digital Maintenance Records

a) **Special Tools & Diagnostics:** The Concessionaire shall safeguard, calibrate, and maintain all OEM-supplied engine/transmission dollies, cradles, diagnostic laptops/interfaces, and multi-site software licenses, returning them to SMTA in serviceable working order upon contract expiry.

b) **Digital Maintenance Logs:** Every inspection, repair, part replacement, fluid top-up, and defect rectification must be logged digitally in the Fleet Management System (FMS) by bus chassis and registration number, accessible in real time by SMTA and the Independent Engineer.



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# ANNEXURE G – MINIMUM DEPOT STANDARDS & TECHNICAL SPECIFICATIONS

## 1. OVERVIEW & GENERAL REQUIREMENTS

The Concessionaire (or Successful Bidder) shall be solely responsible, at its own cost, financing, and expense, for providing, securing, utilizing an existing operational facility, leasing, or operating and maintaining a dedicated bus depot and workshop facility in Karachi throughout the Five (05) Year Concession Period. Bidders may satisfy this requirement by:

a) Utilizing an existing operational commercial bus depot, terminal, or heavy vehicle workshop owned by the Bidder;

b) Submitting a registered lease agreement (or irrevocable allotment commitment) of not less than five (05) years for an existing operational facility; or

c) Contributing an operational depot/terminal facility through a designated Depot Partner in a two-member Consortium.

Where an existing facility requires technical retrofitting to fully satisfy the double-decker specifications below, the Concessionaire shall complete such upgrades prior to COD. The Government of Sindh and SMTA shall provide no land or civil premises for depot operations.

The proposed depot facility shall meet or exceed the following mandatory parameters:

| Parameter | Minimum Requirement | Technical Compliance & Verification Details |
|---|---|---|
| **Site Area & Configuration** | ≥ **2.50** Contiguous Acres | Must be a single contiguous land parcel within Karachi administrative limits.<br><br>Split or bifurcated plots separated by public roads are strictly non-compliant.<br><br>Must be zoned or permissible for commercial/industrial/transport utility use. |
| **Site Control & Tenure** | **Five (05) Years Unbroken** | Documented freehold ownership / industrial allotment in the name of the Bidder or Consortium Member; OR<br><br>Registered lease agreement with ≥05 years unbroken tenure; OR<br><br>Executed conditional rental/lease agreement (Subject to Contract Award) accompanied by verified landlord title documents and commitment to execute the Tripartite Landlord Non-Disturbance Undertaking prior to COD. |
| **Minimum Vertical Clearance** | ≥ **4.80** Meters | Required across all entry/exit gates, internal overhead gantries, workshop portals, canopies, and inspection bays to safely clear double-decker vehicle heights (4.0m–4.2m). |
| **Access & Gate Geometry** | **Dual / Segregated Gates** | Independent Entry and Exit gates (minimum clear width ≥ 24 ft each or combined dual-portal ≥ 40 ft). |



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| | | Turning clearance radii ≥ 12.5 m to accommodate heavy commercial bus wheel tracks. |
| **Pavement Load Capacity** | Heavy Axle Load Rating | Reinforced concrete (RCC Class-A) or heavy-duty asphalt designed for repeat rear-axle loads of ≥ 13.5 Metric Tons without deformation. |
| **Fleet Parking Capacity** | ≥ **50** Dedicated Slots | Marked parking bays measuring ≥ 3.5m × 14.0m each, with drive aisles ≥ 12.0m allowing drive-through maneuvering without reversing. |

## 2. WORKSHOP & MAINTENANCE INFRASTRUCTURE REQUIREMENTS

The depot must include a fully sheltered, high-bay maintenance workshop facility complying with the following standards:

- Inspection Pits & Column Lifts:
    - Minimum of four (04) reinforced concrete inspection pits (dimensions: ≥ 14.0m length, ≥ 1.10m width, 1.50m depth), equipped with recessed explosion-proof 24V LED lighting, compressed air outlets, and integrated waste-oil collection drains.
    - Mobile synchronized heavy-duty column lifts or pneumatic/hydraulic pit jacks rated at not less than 15 Metric Tons.
- Segregated Component Overhaul Bays:
    - Dedicated dust-free clean room for engine and automatic transmission overhauls, fitted with transmission jacks (minimum 1,000 kg capacity) and parts degreasing wash tanks.
    - Auto-electrical and ITS diagnostic room for maintenance of onboard Vehicle Logic Units (VLU), validators, CCTV DVRs, and telematics equipment.
    - Tire, wheel, and brake service bay equipped with commercial tire changers, wheel balancers, and ABS diagnostic tools.
- Workshop Tools & Diagnostic Equipment:
    - Full custody and maintenance of the OEM tool packages, engine dollies, diagnostic software, and test benches furnished under Schedule B of the Buses Supply Agreement.
    - Maintenance of a rolling stock of fast-moving genuine OEM spare parts, filters, lubricants, and brake pads equivalent to at least three (3) months of operational consumption.

## 3. WASHING & ENVIRONMENTAL SYSTEMS

- Automated Gantry Bus Washer:
    - Drive-through automated bus wash plant with a throughput capacity of not less than



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15 double-decker buses per hour.

- Vertical brush clearance of ≥ 4.80 m with soft-touch brushes to prevent scratching tinted panoramic safety glass.
- High-pressure under-chassis wash spray bars (≥ 25 bar) to neutralize coastal salinity and road grime.

- SEPA-Compliant Effluent Treatment:
  - Multi-stage Oil-Water Separator (OWS) certified by the Sindh Environmental Protection Agency (SEPA).
  - Discharge effluent must comply with Sindh Environmental Quality Standards (SEQS) (oil and grease content ≤ 10 mg/L).
  - Contract with a SEPA-certified vendor for hazardous waste oil and sludge removal.

## 4. BULK FUELING & DISPENSARY INTERFACE

Because the Employer provides bulk High-Speed Diesel (HSD) via an authorized Oil Marketing Company (OMC):

- **Underground Storage Tank (UST):** Double-walled licensed storage tank with a capacity of ≥ 50,000 Liters, licensed under the Pakistan Petroleum Rules 1937 and certified by the Department of Explosives.
- **Automated Tank Gauging (ATG):** Electronic ATG system with remote telemetry accessible by SMTA for monitoring stock levels, temperature, and water bottoms.
- **Calibrated Digital Dispensers:** Commercial high-flow dual-nozzle dispensers (70--90 L/min) calibrated and stamped quarterly by the Sindh Weights and Measures Department.
- **Digital Dispensing Logs:** Integration with the Fleet Management System (FMS) to digitally log fuel volume against bus registration, driver ID, and odometer reading.

## 5. CONTROL CENTER, UTILITIES & SAFETY

- **Depot Operations Control Room:** Air-conditioned facility housing the FMS workstations, tracking real-time GPS location, headway compliance, and video streaming into the central SMTA OCC.
- **High-Speed Connectivity & CCTV:** Fiber-optic broadband (≥ 50 Mbps) with dual-SIM 4G failover, supporting minimum 12 depot yard IP CCTV cameras streaming live to SMTA OCC with 30-day on-site recording.
- **Power Resilience:** Dedicated 3-phase commercial grid connection backed by a prime-rated automatic standby diesel generator of ≥ 100 kVA, capable of restoring depot operations within ten (10) seconds of grid failure.



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- **Fire Safety:** Class-I, Division-1 explosion-proof electrical fixtures across fueling aprons, two (2) 50-kg mobile dry powder fire engines, and 10-kg ABC extinguishers at 15-meter intervals.

- **Crew Welfare Facilities:** Segregated administrative offices, driver briefing rooms, rest quarters with sanitary facilities, and a dedicated, secure lounge and washroom area for female staff.

## 6. LANDLORD NON-DISTURBANCE UNDERTAKING (FOR LEASED DEPOT)

If the depot is leased from a third-party landlord, the Bidder must submit a formal commitment confirming that prior to COD, a notarized Tripartite Landlord Undertaking shall be executed among the Landlord, the Concessionaire, and SMTA confirming that:

1. The Landlord recognizes that all Fifty (50) double-decker buses, tools, and ITS systems are public property of the Government of Sindh.

2. The Landlord waives all rights of lien, distress, attachment, or seizure over the buses and equipment in the event of rent default by the Concessionaire.

3. The Landlord agrees to provide SMTA with sixty (60) days' written notice prior to initiating any possessory or eviction action, during which SMTA shall have the unrestricted right to access the site and evacuate the fleet.

# GOVERNMENT OF SINDH
# SINDH MASS TRANSIT AUTHORITY
# TRANSPORT & MASS TRANSIT DEPARTMENT

Sindh Mass Transit Authority

# NOTICE INVITING TENDER

## HIRING OF A BUS OPERATOR FOR THE OPERATIONS, MAINTENANCE, AND MANAGEMENT (O&M) OF FIFTY (50) DIESEL DOUBLE-DECKER BUSES ON DESIGNATED CORRIDORS IN KARACHI

The Sindh Mass Transit Authority (SMTA). Transport & Mass Transit Department, Government of Sindh. invites sealed Proposals electronically through the SPPRA e-Procurement System (EPADS) at https://e.pprasindh.gov.pk from eligible entities and Consortia (maximum two members) registered in Pakistan for the Five (05) Year Operations, Maintenance, and Management (O&M) Concession of Fifty (50) Government-owned Pure Diesel Double-Decker Buses on designated corridors in Karachi, through National Competitive Bidding (NCB) under the Single-Stage. Two-Envelope Procedure in accordance with the Sindh Public Procurement Rules. 2010 (SPPRA Rules 2010, amended to date):

| Sr. No | Title of Work | Estimated Cost | Bid Security | Deadline for submission of bids | Technical bid opening Date And Time |
|---|---|---|---|---|---|
| 01. | Hiring of a Bus Operator for the Operations, Maintenance, and Management (O&M) of Fifty (50). Diesel Double-Decker Buses on Designated Corridors in Karachi | 769.5 M | **Lump Sum PKR 23,000,000/-** (Pakistani Rupees Twenty Three Million Only) | 10th Dec 2026 by 03:00 pm | 10th Dec 2026 by 03:30 pm |

**Bidding Documents will be available for download from SSPRA EPAD System from Tuesday, 24th November, 2026.**

**A pre-bid meeting will be held on 1st December, 2026 @03:00 p.m.**

**Scope of services:**

Operation and maintenance of 50 Double Decker buses on approved routes in Karachi, including provision of trained drivers and conductors/ticketing stall, scheduled and preventive maintenance, repairs, cleaning, fuel/charging insurance, fleet and depot management, and reporting, for a contract period of 05 years. Detailed scope, service levels and payment terms are in the bidding documents.

**Basic Eligibility Criteria:**

1. **Legal & Tax Registration:** Valid incorporation/registration in Pakistan, valid National Tax Number (NTN) with Active Taxpayer Status (ATL). and relevant Sales Tax registration. supported by tax returns for the last three (03) years.
2. **Relevant Experience:** The bidder shall have a minimum of three (03) years of proven experience during last ten (10) years in operating and managing intra-city public transport services in mixed traffic conditions, duly supported by documentary evidence, including relevant contracts, work orders and completion certificates, as applicable.
   - 2.1 Past or ongoing experience in the management. administration and maintenance of at least one (01) operational bus depot or terminal supporting intra-city public transport services in mixed traffic conditions.
3. **Financial Capability:** Minimum Average Annual Turnover of **PKR 1,500,000,000/- (PKR 1.50 Billion)** over the last three (03) completed audited financial years and a minimum Tangible Net Worth (TNW) of **PKR 1,000,000,000/- (PKR 1.00 Billion)** based on the latest audited financial statements certified by registered Chartered Accountant firm in Pakistan.
4. **Blacklisting:** The bidder shall not be blacklisted or debarred by any procuring agency and shall submit an affidavit to that effect.

Bid security of required amount and tender fees in form of pay order in favor of **"Sindh Mass Transit Authority"** must be submitted physically at address given below:

Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules-2010.

**Director, Infrastructure & Planning**
**Sindh Mass Transit Authority,**
**Government of Sindh, Office D-43/1, Shahra-e-Ghalib, Block 2, Clifton,**
**near Bilawal Chowrangi, Karachi,**
**Phone: 021-99332207-8, Email: smta.tmtd@gmail.com**

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Sindh Mass Transit Authority
TRANSPORT & MASS TRANSIT DEPARTMENT
GOVERNMENT OF SINDH

# حکومتِ سندھ
## سندھ ماس ٹرانزٹ اتھارٹی
## ٹرانسپورٹ اینڈ ماس ٹرانزٹ ڈپارٹمنٹ

# نوٹس طلبی ٹینڈر

## کراچی میں معین کردہ کوریڈورز پر پچاس (50) ڈیزل ڈبل ڈیکر بسوں کے آپریشنز، مینٹی نینس اور مینجمنٹ (O&M) کیلئے ایک بس آپریٹر کی ہائرنگ

سندھ ماس ٹرانزٹ اتھارٹی (SMTA) ٹرانسپورٹ اینڈ ماس ٹرانزٹ ڈپارٹمنٹ حکومت سندھ کو https://e.pprasindh.gov.pk پر SPPRA ای پروکیورمنٹ سسٹم (EPADS) کے ذریعے اہل اداروں اور پاکستان میں رجسٹرڈ کنسورشیا (زیادہ سے زیادہ دو ممبران) سے سندھ پبلک پروکیورمنٹ رولز 2010ء (SPPRA رولز 2010ء تا حال ترمیم شدہ) کے مطابق ایک مرحلہ، دو لفافہ طریقہ کار کے تحت قومی مسابقتی بڈنگ (NCB) کے ذریعے کراچی میں معین کردہ کوریڈورز پر پچاس (50) سرکاری ملکیتی خالص ڈیزل ڈبل ڈیکر بسوں کے پانچ (05) سالہ آپریشنز، مینٹی نینس اور مینجمنٹ (O&M) کنسیشن کے لیے سربمہر الیکٹرونیکلی پروپوزلز مطلوب ہیں۔

| نمبر شمار | کام کا ٹائٹل | تخمینی لاگت | بڈ سیکورٹی | پیشکشیں جمع کرانے کے لئے آخری تاریخ | ٹیکنیکل بڈ کھلنے کی تاریخ اور وقت |
|---|---|---|---|---|---|
| 01 | کراچی میں معین کردہ کوریڈورز پر پچاس (50) ڈیزل ڈبل ڈیکر بسوں کے لیے آپریشنز، مینٹی نینس اور مینجمنٹ (O&M) کے لیے ایک بس آپریٹر کی ہائرنگ | 769.5 ملین | لمپ سم -/23,000000 پاکستانی روپے (تیئس ملین پاکستانی روپے صرف) | 10 دسمبر 2026ء بوقت سہ پہر 03:00 بجے | 10 دسمبر 2026ء بوقت سہ پہر 03:30 بجے |

بڈنگ دستاویزات منگل 24 نومبر 2026ء سے SPPRA ای پیڈ سسٹم پر ڈاؤن لوڈ کے لیے موجود ہوں گی۔

☆☆☆ ایک پری بڈ اجلاس مورخہ یکم دسمبر 2026ء کو سہ پہر 03:00 بجے منعقد کیا جائے گا۔

### خدمات کا اسکوپ

کراچی میں منظور کردہ روٹس پر 50 ڈبل ڈیکر بسوں کا 05 سال کی کنٹریکٹ مدت کیلئے آپریشن اور مینٹی ننس بشمول تربیت یافتہ ڈرائیورز اور کنڈیکٹرز/ٹکٹنگ اسٹاف کی فراہمی، شیڈ ولڈ اور حفاظتی مینٹی ننس مرمت، صفائی، فیول/ چارجنگ انشورنس، فلیٹ اور ڈپو کا انتظام اور رپورٹنگ، مفصل اسکوپ، سروس کے مراحل اور ادائیگی کی شرائط بڈنگ دستاویزات میں درج ہیں۔

### بنیادی اہلیت کا معیار

1۔ لیگل اور ٹیکس رجسٹریشن، پاکستان میں کارآمد انکارپوریشن/ رجسٹریشن، کارآمد نیشنل ٹیکس نمبر (NTN) مع فعال ٹیکس دہندہ حیثیت (ATL) اور متعلقہ سیلز ٹیکس رجسٹریشن جو گزشتہ تین (03) برس کے لیے ٹیکس گوشواروں کے ذریعے تائید کے ساتھ ہو۔

2۔ متعلقہ تجربہ: پیشکش دہندہ گزشتہ دس (10) برسوں کے دوران مکسڈ ٹریفک کی صورت حال میں انٹراسٹی پبلک ٹرانسپورٹ سروسز کو چلانے اور انتظام کرنے کے سلسلے میں کم از کم تین (03) برسوں کا ثابت شدہ تجربہ رکھتا ہو اور باقاعدہ دستاویزی ثبوت فراہم کرے، بشمول متعلقہ کنٹریکٹس، ورک آرڈرز اور تکمیل کے سرٹیفکٹس جیسا بھی قابل اطلاق ہو۔

2.1۔ مکسڈ ٹریفک صورتحال میں انٹراسٹی پبلک ٹرانسپورٹ سروسز کے انتظام، ایڈمنسٹریشن اور دیکھ بھال کا سابقہ یا حالیہ تجربہ۔

3۔ مالیاتی استحکام: گزشتہ تین (03) مکمل شدہ آڈیٹڈ مالیاتی برسوں میں کم از کم اوسطاً سالانہ ٹرن اوور 1,500,000,000 پاکستانی روپے (1.50 بلین پاکستانی روپے) اور پاکستان میں رجسٹرڈ چارٹرڈ اکاؤنٹنٹ فرم کی جانب سے مصدقہ شدہ ترین آڈٹ شدہ مالیاتی حسابات پر مبنی کم از کم -/1,000,000,000 پاکستانی روپے (1.00 بلین پاکستانی روپے) کی ٹھوس خالص مالیت (TNW)۔

4۔ بلیک لسٹنگ: پیشکش دہندہ کسی بھی پروکیورنگ ایجنسی کی جانب سے بلیک لسٹ یا ممنوع قرار نہ دیا گیا ہو۔

مطلوبہ رقم کی بڈ سیکورٹی اور ٹینڈر فیس بصورت پے آرڈر بنام سندھ ماس ٹرانزٹ اتھارٹی لازماً فزیکلی نیچے درج پتے پر جمع کرائی جائے۔

پروکیورنگ ایجنسی سندھ پبلک پروکیورمنٹ رولز 2010ء کی متعلقہ شقوں کے تحت کسی یا تمام پیشکشوں کو مسترد کرنے کا حق محفوظ رکھتی ہے۔

**ڈائریکٹر انفرااسٹرکچر اینڈ پلاننگ**
سندھ ماس ٹرانزٹ اتھارٹی، حکومت سندھ
دفتر D-43/1 شاہراہ غالب، بلاک 2، کلفٹن، نزد بلاول چورنگی، کراچی

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Sindh Mass Transit Authority

Sindh Mass Transit Authority

# گورنمينٽ آف سنڌ
# سنڌ ماس ٽرانزٽ اٿارٽي
# ٽرانسپورٽ اينڈ ماس ٽرانزٽ ڊپارٽمينٽ

# ٽينڈر گھرائڻ لاءِ نوٽيس

## ڪراچي ۾ مقرر ڪيل ڪوريڊور تي پنجاھ (50) ڊيزل ڊبل ڊيڪر بسن جي آپريشن، سار سنڀال ۽ انتظام (او اينڈ ايم) لاءِ بس آپريٽر جي پرتي

سنڌ ماس ٽرانزٽ اٿارٽي (ايس ايم ٽي اي)، ٽرانسپورٽ اينڈ ماس ٽرانزٽ ڊپارٽمينٽ، سنڌ حڪومت، SPPRA اي-پروڪيورمينٽ سسٽم (EPADS)ذريعي اليڪٽرانڪ طور تي مهر بند تجويزون طلب ڪري ٿي https://c.pprasindh.gov.pkتي پاڪستان ۾ رجسٽرڊ اهل ادارن ۽ ڪنسورشيا (وڌ ۾ وڌ ٻه ميمبر) کان ڪراچي ۾ مقرر ڪيل ڪوريڊور تي پنجاھ (50) سرڪاري ملڪيت واري خالص ڊيزل ڊبل ڊيڪر بسن جي پنجن (05) سالن جي آپريشن، سار سنڀال ۽ انتظام (O&M)رعايت لاءِ قومي مقابلي واري واڪ (NCB)ذريعي سنگل اسٽيج ٽو انويلپ طريقيڪار تحت سنڌ پبلڪ پروڪيورمينٽ رولز 2010 SPPRA رولز 2010، (اڄ تائين ترميم ٿيل):

| S# | ڪم جو تائٽل | ڪٽيل قيمت | واڪ سيڪيورٽي | واڪن جمع ڪرائڻ جي آخري تاريخ | ٽيڪنيڪل واڪ کولڻ جي تاريخ ۽ وقت |
|---|---|---|---|---|---|
| 01 | ڪراچي ۾ مقرر ڪيل ڪوريڊور تي پنجاھ (50) جي آپريشن، سار سنڀال ۽ انتظام (او اينڈ ايم) لاءِ بس آپريٽر جي پرتي. ڊيزل ڊبل ڊيڪر بسون. | 769.5 ملين | لمپ سم PKR 23000000 (پاڪستاني رپيا تيويھ ملين فقط) | 10 ڊسمبر، 2026 تي منجھند 03:00 وڳي | 10 ڊسمبر، 2026 تي منجھند 03:30 وڳي |

واڪ دستاويز اڳاڙو 24 نومبر 2026 کان SPPRA EPADسسٽم تان ڊائون لوڊ ڪرڻ لاءِ موجود هوندا.

هڪ پري-بيڊ ميٽنگ 1 ڊسمبر 2026 تي شام 03:00 وڳي منعقد ڪئي ويندي.

خدمتن جو دائرو:

ڪراچي ۾ منظور ٿيل روٽس تي 50 ڊبل ڊيڪر بسن جو آپريشن ۽ سار سنڀال جنهن ۾ تربيت يافته ڊرائيورن ۽ ڪنڊڪٽرن/ٽڪٽنگ اسٽاف جي فراهمي، شيڊيول ۽ بچاءُ واري ساز سنڀال، مرمت، صفائي، ايندھن/چارجنگ انشورنس، فليٽ ۽ ڊپو مئنيجمينٽ ۽ رپورٽنگ شامل آهن. 05 سالن جي معاهدي جي مدي لاءِ تفصيلي دائرو، سروس ليول ۽ ادائيگي جون شرطون واڪ دستاويز ۾ آهن.

بنيادي قابليت جا معيار:

1. قانوني ۽ ٽيڪس رجسٽريشن: پاڪستان ۾ ڪارگر شموليت/رجسٽريشن، فعال ٽيڪس ادا ڪندڙ حيثيت (ATL)سان ڪارگر قومي ٽيڪس نمبر (NTN) ۽ لاڳاپيل سيلز ٽيڪس رجسٽريشن گذريل ٽن (03) سالن جي ٽيڪس ريٽرن سان سهڪار ٿيل.
2. لاڳاپيل تجربو: واڪ ڈينڈر وٺ گھٽ ۾ گھٽ تي (03) سال ثابت ٿيل هوندا. گذريل ڏھ (10) سالن دوران مخلوط ٽرئفڪ جي حالتن ۾ شهر جي اندر پبلڪ ٽرانسپورٽ سروسز کي هلائڻ ۽ منظم ڪرڻ جو تجربو. دستاويزي ثبوتن سان ڪارگر طور تي سپورٽ ڪيو ويو آهي، جنهن ۾ لاڳاپيل معاهدا، ڪم جا آرڈر ۽ مڪمل ٿيڻ جا سرٽيفڪيٽ شامل آهن، جيئن لاڳو ٿئي.

2.1 گھٽ ۾ گھٽ هڪ (01) آپريشنل بس ڊپو يا ٽرمينل جي انتظام، انتظاميه ۽ سار سنڀال ۾ ماضي يا جاري تجربو جيڪو مخلوط ٽرئفڪ جي حالتن ۾ شهر جي اندر پبلڪ ٽرانسپورٽ سروسز جي مدد ڪري ٿو.

3. مالي صلاحيت: گذريل ٽن (03) مڪمل ٿيل آڊٽ ٿيل مالي سالن دوران گھٽ ۾ گھٽ سراسري سالياني ٽرن اوور PKR 1,500,000,000 (1.50 بلين PKR) ۽ گھٽ ۾ گھٽ ٽينجبل نيٽ ورٿ -/PKR 1,000,000,000 (TNW) (1.00 بلين PKR) پاڪستان ۾ رجسٽرڊ چارٽرڊ اڪائونٽنٽ فرم پاران تصديق ٿيل تازي آڊٽ ٿيل مالي بيانن جي بنياد تي.
4. بليڪ لسٽنگ: ڪنهن به خريداري ايجنسي طرفان واڪ ڈينڈر کي بليڪ لسٽ يا منع نه ڪيو ويندو ۽ ان اثر لاءِ هڪ حلف نامو جمع ڪرايو ويندو.

"سنڌ ماس ٽرانزٽ اٿارٽي" جي حق ۾ گھربل رقم جي واڪ سيڪيورٽي ۽ ٽينڈر فيس پي آرڈر جي صورت ۾ هيٺ ڏنل پتي تي فزيڪلي طور تي جمع ڪرائڻ لازمي آهي.

خريداري ايجنسي سنڌ پبلڪ پروڪيورمينٽ رولز-2010 جي لاڳاپيل شقن جي تابع سيني يا ڪنهن به واڪ کي رد ڪرڻ جو حق محفوظ رکي ٿي.


**ڊائريڪٽر انفرااسٽرڪچر اينڈ پلاننگ**
**سنڌ ماس ٽرانزٽ اٿارٽي گورنمينٽ آف سنڌ**
آفيس D-43/1، شاهراھ غالب بلاڪ-2، ڪلفٽن ويجھو بلاول چورنگي، ڪراچي
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اي ميل: smta.tmtd@gmail.com


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**TRANSPORT AND MASS TRANSIT DEPARTMENT**
**GOVERNMENT OF SINDH**
**Karachi dated November ,2026**

# NOTIFICATION

NO:SO (Gen)/2(15)/SMTA/2026-27: In pursuance of Rules 7 & 8 of Sindh Public Procurement Rules-2010 (Amended time to time), Transport & Mass Transit Department, Government of Sindh hereby constitute Procurement Committee for *Hiring of a Bus Operator for the Operations, Maintenance, and Management (O&M) of Fifty (50) Diesel Double-Decker Buses on Designated Corridors in Karachi* with following composition and Terms of Reference(TOR ) as enumerated below:

| S.NO. | DESIGNATION | STATUS |
|---|---|---|
| 1 | Managing Director, SMTA. | Chairman |
| 2 | Director, Infrastructure & Planning, SMTA. | Member |
| 3 | Deputy Director, Bus Operations, SMTA. | Member |
| 4 | Deputy Director, Planning & Policy, SMTA. | Member |
| 5 | Assistant Director, Finance PPP Node, Transport & Mass Transit Depart, GoS. | Member |
| 6 | Consultant, ECIL | Co-opt Member |

Functions and Responsibility of Procurement Committee:

1. Preparing and/or Reviewing bidding documents;
2. Carrying out technical as well as financial evaluation of bids;
3. Preparing evaluation reports as provided in Rule 45 of SPPRA;
4. Making recommendations for the award of the contract to the competent authority; and
5. Perform any other function ancillary and incidental to the above.

**ASSAD ZAMIN**
**SECREATARY TO GOVERNMENT OF SINDH**

NO:SO(G)/ /2026: Karachi, dated November, 2026

1. All member of the Committee
2. The PS to Secretary ,Transport and Mass Transit Department, GoS, Karachi
3. The PS to Managing Director ,SMTA, Government Of Sindh, Karachi
4. Notification File.

**SECTION OFFICER (GENERAL)**
**For Secretary to Government of Sindh**

**TRANSPORT AND MASS TRANSIT DEPARTMENT**
**GOVERNMENT OF SINDH**
**Karachi dated November, 2026**

# NOTIFICATION

NO:SO (G) 2026: In pursuance of Rule 31 of Sindh Public Procurement Rules, 2010 (Amended time to time) Transport & Mass Transit Department, Government of Sindh hereby constitute a Complaint Redressal Committee along with TOR's to address the complaint of the bidders that may occur during the procurement process in respect of *Hiring of a Bus Operator for the Operations, Maintenance, and Management (O&M) of Fifty (50) Diesel Double-Decker Buses on Designated Corridors in Karachi* with following composition and Terms of Reference(TOR ) as enumerated below:

| S.NO. | DESIGNATION | STATUS |
|---|---|---|
| 1. | Secretary , Transport and Mass Transit Department ,Sindh | Chairman |
| 2. | A Representative from Accountant General Sindh | Member |
| 3. | Independent Professional from relevant field to be nominated by Secretary TMTD. | Member |

The Complaint Redressal Committee shall handle and disposed of the complaints in accordance with provision of Rule 31 of SPPRA Rules 2010 (amended time to time).

**ASSAD ZAMIN**
**SECREATARY TO GOVERNMENT OF SINDH**

NO:SO(G)/ /2026: Karachi, dated November, 2026

1. All member of the Committee
2. The PS to Secretary ,Transport and Mass Transit Department, GoS,Karachi
3. The PS to Managing Director ,SMTA, Government Of Sindh , Karachi
4. Notification File.

12/11/2026

**SECTION OFFICER (GENERAL)**
**For Secretary to Government of Sindh**