



## PROCUREMENT OF BUSES FOR THE PUNJAB PROVINCE



## REQUEST FOR PROPOSAL

### **Tourism Development Corporation of Punjab**

151-Abu Bakar Block, New Gareden Town, Lahore.  
Ph: +92 42-99231647 | Web: [www.tdcp.gop.pk](http://www.tdcp.gop.pk)  
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### **DISCLAIMER**

The Tourism Development Corporation Punjab (TDCP) has prepared this Request for Proposal (RFP) to divert traffic load into public transport between Islamabad to Murree. This RFP does not claim to contain all the information related to the Project. However, maximum efforts have been made to incorporate available information relevant to the proposed transaction. The TDCP does not make any representations or warranties, express or implied as to the adequacy, accuracy, completeness or reasonability of the information contained in this RFP. No decision should be based solely on the basis of the information provided in this RFP. The TDCP has no liability for any statements, opinions, information provided in this RFP. The TDCP shall have no liability for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or for any omission in, this RFP. Furthermore, the TDCP will not be liable for any written or oral communication transmitted to third parties in relation to this RFP.

### **Important Note**

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

Prospective bidders must ensure submission of all the required documents indicated in this RFP. Bids received without, undertakings, valid documentary evidence, supporting documents and various requirements mentioned in the RFP or test certificates will be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revisions/supplements shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.

The vendor will be selected according to the criteria specified in this document.

This Bidding Process will be governed by Punjab Procurement Regulatory Authority Act of 2009, PPRA Rules 2009 and Latest amendments in PPRA Rules 2014 made there under, and any further amended from time to time.

## **GLOSSARY OF TERMS**

CFR	Cost and Freight
TDCP	Tourism Development Corporation Punjab
GoPb	Government of the Punjab
GoP	Government of Pakistan
JV	Joint Venture
OEMs	Original Equipment Manufacturers
RFP	Request for Proposal

**SECTION-1**

**GENERAL INSTRUCTIONS**

## **SECTION-1: GENERAL INSTRUCTIONS**

### **1.1 Invitation for Bid**

The Tourism Development Corporation Punjab (TDCP), Government of the Punjab (GoPb), invites bids for the:

- a. Supply of 10 (TEN) New Inter City Air conditioned Diesel Buses from Islamabad to Murree referred in this RFP document.

### **1.2 Methods of Procurement**

Following mode may be adopted:

#### **Procurement by TDCP**

The TDCP will select a supplier based on technical and financial evaluation and the QCBS bid for procurement of buses. The TDCP may purchase 8 diesels A/C Inter city buses for which payment will be arranged by TDCP.

### **1.3 Laws to be followed**

Punjab Procurement Regulatory Authority Act of 2009, and PPRA Rules made there under will be followed for the above procurement. These can be viewed/ downloaded.

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2009.

### **1.4 Mode of Advertisement**

As per Rule 12(1) and (3), this RFP is being placed online as well as being advertised in print media. The bidding document carrying all details can be downloaded from PPRA website

[www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)Punjab and [www.tdcp.gov.pk](http://www.tdcp.gov.pk)

All prospective bidders may contact the TDCP through e-mail or in person at the following address;

Managing Director TDCP  
151 Abu Bakar  
Block, New garden  
Town Lahore,  
PAKISTAN  
E-mail: [tdcp@punjab.gov.pk](mailto:tdcp@punjab.gov.pk)

Tel: 042 99231647

Fax: 042 99231648

### **1.5 Type of Open Competitive Bidding**

As per PPRA Rule 36(b), **Single Stage - Two Envelope Procedure** will be followed as under:

- i. The bid shall comprise of a single package containing two (2) separate envelopes. The Odd Numbered Envelopes 1 and 3 shall contain separately the technical proposals, and financial proposal respectively.
- ii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
  - a. “ENVELOPE-No. 1:TECHNICAL PROPOSAL”
  - b. “ENVELOPE-No. 2:FINANCIAL PROPOSAL”
- iii. Initially, only the ENVELOPE - No. 1 marked TECHNICAL PROPOSALS shall be opened publically at a place and time notified to the bidder;
- iv. ENVELOPE No 2, and 4 shall be retained in the custody of the TDCP without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be made/ permitted; except for arithmetical corrections.
- vii. After the evaluation and approval of the technical proposal The ENVELOPE-No. 2: FINANCIAL PROPOSAL shall be opened and evaluated accordingly
- viii. The technically qualified bidder's with financial bid will be the evaluated as described in bid documents.
- ix. The TDCP estimates a total 8 number's Diesel, air-conditioned inter-city convertible buses for operation b/w Islamabad and Murree.

- x. Successful bidder will be informed via confirmation letter for supply of buses, he would be required to sign agreement with the acquiring agency

### **1.6 Bidding Details**

All bids must be accompanied by a Call Deposit Receipt / Demand Draft/ Bank Draft of PKR one million to be supplied as bid security in favor of TDCP, issued by a scheduled bank allowed/ carrying financial transactions in PAKISTAN.

The bids along with the Call Deposit Receipt / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc., must be submitted to:

Managing Director TDCP  
151 Abu Bakar Block, New garden Town Lahore, PAKISTAN

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the buses must be received in writing to the TDCP within five (5) working days from the date of first publication of the Tender document. All queries shall be responded to within due time.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on “Determination of Responsiveness of Bid” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.



The contact detail for all correspondence in relation to this bid is as follows:

Managing Director TDCP  
151 Abu Bakar Block, New garden Town Lahore, PAKISTAN  
E-mail: [tdcp@punjab.gov.pk](mailto:tdcp@punjab.gov.pk)

Tel: 042 99231647

Fax: 042 99231648

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The TDCP either acting as Procurer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, TDCP reserves the right to cancel the tender, accept or reject all bids without assigning any reason thereof.

**SECTION-2**

**INTRODUCTION AND BACKGROUND  
INFORMATION**

## **SECTION-2: INTRODUCTION AND BACKGROUND INFORMATION**

The existing mode of transportation in Murree is maximum covered by own vehicles of Travelers/Tourist. Lack of inter city transport b/w Islamabad and Murree is causing rapid increase in number of cars, which is leading to congestion and pollution (air and noise) on roads; impacting significantly on social and economic wellbeing of the cities.

The TDCP, Government of Punjab aims to:

- Improve Accessibility and Mobility
- Reduce Congestion on Murree Roads
- Improve Safety on Roads
- Reduce Environmental Pollution
- Reduce dependency on private vehicles
- Create greater employment opportunities for public
- Social and Economic Benefits.

Through affordable, reliable and efficient Public Transport for all.

### **2.1 MSS Bus Project Overview**

The TDCP is seeking proposals from reputable national/ international suppliers / manufacturers for the supply of;

- a. 10 air-conditioned, diesel, inter- city buses (convertible) for public transport

The TDCP will pay upfront capital subsidy on the basis of QCBS successful bids submitted. The supplier must meet the delivery schedule as per the timeline mentioned in section 6 of this RFP.

### **2.2 Bus Project Objectives**

Following are the main objectives of the Bus Procurement Project:

- To meet the existing and future passenger demand
- To provide air-conditioned (convertible) public transport for public
- To operate public transport on sustained supply of fuel (Diesel)
- To provide safe and comfortable mode of transport for public
- To attract private vehicle users to shift to the public transport mode
- To improve service quality.

## **2.3 Salient Features of the Bus Project**

The TDCP intends to procure following type of buses:

- 10 inter-city Buses to Transport tourist and visitors b/w Islamabad and Murree – specifications attached

The TDCP will select only bus manufacturing /supplying companies, who conforms to the required bus specification and submit quotations accordingly.

### **2.3.1 Fuel Type Preference**

Under this procurement only Diesel fuelled buses, will be procured.

### **2.3.2 Bus Body Type Preferences**

Ladder chassis or Monocoque body can be offered under this procurement. The prospective bidder may submit their proposal (s) for Ladder Chassis or Monocoque body or both for the supply of buses.

### **2.3.3 Air-Conditioning Requirements**

The buses must be equipped with standard air-conditioning facility

### **2.3.4 Short-listing of Local/ International Bidders**

Bus manufacturers / suppliers will be selected through competitive bidding process and foreign and local manufacturers will be selected based on their submitted quotes for supply of buses.

## **Supply of Buses**

The bus manufacturer / supplier must ensure delivery of within 60 days, from the date of award of contract.

**SECTION-3**  
**REQUIREMENTS FOR BIDDERS**

### **SECTION-3: REQUIREMENTS FOR BIDDERS**

The prospective bidder is required to comply with the following requirements:

#### **3.1 Supply of Buses**

The prospective bidder is required to bid against supply schedule.

#### **3.2 Number of Buses Required**

Initially, total number of buses required as per the assessment of TDCP is 10 in numbers.

#### **3.3 After Sale Services Plan**

Manufacturer / Supplier shall have to furnish sales and services plan ensuring for availability of all parts in major cities of Punjab especially in Rawalpindi and Islamabad from the day buses are supplied. In addition spares and general maintenance of the Buses is to be ensured for at least eight (8) years from the supply date.

#### **3.4 Warranty**

The successful bidder will be responsible for any defect or failure of buses or equipment provided in the buses due to defective design, material or workmanship, for a period of one year of operation of buses or 100,000 Kms, whichever is later from the date of delivery. The rectification/replacement of failed components/ equipment will be undertaken by the successful bidder, through his dealership, free of charge at the bus operator's workshop/depot.

#### **3.5 Pre-Delivery Inspection**

The supplier/ manufacturer must inform the TDCP 14 days prior to the shipment of buses for pre- delivery inspection by the TDCP's authorized panel of experts. The TDCP will inspect buses before shipment and issue a satisfaction note for the buses conforming to the required standards and specifications as mentioned in Annex B and C. Any cost associated with the pre-shipment inspection i.e. boarding, lodging, and in land transportation, will be borne by the manufacturer / supplier.

### **3.6 Single party/ Joint Venture/ Consortium**

A Prospective Bidder may be a single entity or may take the form of a joint venture /Consortium comprising of companies, firms, corporate bodies or other legal entities.

Each Joint Venture/ Consortium shall appoint and authorize one (1) lead member ("Lead Member") to represent and irrevocably bind all members of the Joint Venture/ Consortium in all matters connected with the bidding process, including but not limited to the submission of the bidding document on behalf of the Joint venture taking part in the opening of bids and signing of contracts. The venture agreement shall contain requirements on the Lead Member throughout the term of the agreement to subscribe and maintain a shareholding of minimum 40% in the consortium.

**SECTION-4**

**INSTRUCTIONS TO BIDDERS**



## SECTION- 4: INSTRUCTIONS TO BIDDERS

### 4.1 Submission of Bids

The potential bidders are required to submit their sealed bids clearly stating the bidder's legal name and address containing separate sealed envelopes in the manner given hereunder:

Sr. No.	Proposal reference	Requirements for submission
1.	<b>Technical Proposal</b>	TECHNICAL PROPOSAL is to be submitted in triplicate (one original and two copies sealed in separate envelopes) placed in a single sealed envelope clearly marked as per the criteria mentioned in section 1.5. The envelope must also clearly state, the bidder's legal name and address.
	<b>Financial Proposal</b>	FINANCIAL PROPOSAL is to be submitted in triplicate (one original and two copies sealed in separate envelopes) placed in a single sealed envelope clearly marked as per the criteria mentioned in section 1.5. The envelope must also clearly state, the bidder's legal name and address.

### 4.2 Deadline for Submission of Bids

- a. The proposals from manufacturers/ suppliers should reach on or before date mentioned in advertisement along with the Call Deposit Receipt / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc. on the following address:

Managing Director TDCP  
151 Abu Bakar Block, New garden Town Lahore, PAKISTAN  
E-mail: [tdcp@punjab.gov.pk](mailto:tdcp@punjab.gov.pk)

Tel: 042 99231647

Fax: 042 99231648

- b. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- c. Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- d. Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- e. The TDCP may, at his discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the TDCP and the Bidders

Previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **4.3 Late Bids**

Any bid received by the TDCP after the deadline for submission of bids prescribed in will be returned unopened to such bidder.

Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office 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 timely delivery of his bid will be accomplished either in person, by messenger or by mail.

#### **4.4 Modification, Substitution and Withdrawal of Bids**

Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the TDCP prior to the deadline for submission of bids.

The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

No bid may be modified by a Bidder after the deadline for submission of bids.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

#### **4.5 Language of the Bid**

Proposals must be prepared in English language and be submitted in hard copy form, as described in Section 8, General Conditions of Contract. Proposals received through Fax or via E-mails shall not be accepted.

#### **4.6 Currency of the bids**

All monetary values quoted in the bid shall be in the Pak rupees

#### **4.7 Bid security**

Prospective Bidders shall be required to submit aforementioned Bid Security in section 1.6 along with their financial proposal in the shape of a bank draft/ pay order or Bid bond (draft specimen included in Annex F and to be submitted separately for both categories) in favor of TDCP. The bid security shall be dis-dragged/ returned to all unsuccessful bidders after declaration of the name of the successful bidder, and signing of the agreement with the successful bidder.

A bid security may be forfeited;

- a. If the Bidder withdraws its bid during the period of bid validity
- b. In case of successful bidder, if it fails within the specified time to
  - i. Furnish the necessary performance security for delivery of buses

- ii. Sign the contract agreement
  - iii. Achieve the financial close
- c. In case of default

#### **4.8 Performance Guarantee**

A bank/ performance guarantee must be furnished by the supplier in the shape of either a pay-order or a bank draft or a Bank guarantee upon signing of agreement (draft specimen included in Annex G), which shall be 10% of the total value of the buses supply. In case of foreign supplier out of 10%; half (5%) will be retained against availability of spare parts and remaining half (5%) will be retained for ensures against rare parts supply guaranty.

##### **4.8.1 Availability of Spare parts**

The foreign manufacturer will also be bound to ensure supply of spare parts for a period of 8 years from the date of supply of busses. The half of performance guarantee (5%) will be reduced proportionately over a period of 8 years in case the manufacturer/ supplier ensure continuous supply and availability of spare parts. Increase or decrease in price of Spare parts shall be based on dollar Pak rupee parity.

The Manufacturer/ Supplier must ensure establishment of 2S (Service & Spare parts) stations in major cities of the Punjab including: Rawalpindi, Islamabad and Murree. The stated stations must have facilities for fault-diagnostics, service (minor and major repairs) and commonly used parts availability throughout the design life of buses (Minimum 8 years). The stations must have trained and experienced professionals for quick fitting and fixing. The Manufacturer/ Supplier must also ensure availability of rarely used parts being demanded within 10 days of the date of the order. Where foreign manufacturer/ supplier establishes local manufacturing facility the performance guarantee will be returned within one month of satisfactory functioning/ production by the facility.

#### **4.9 Performance Guarantee for Local Manufacturer**

In case of local manufacturer/ supplier performance guarantee (10%) will be returned after one year of warrantee period.

#### **4.10 Documents Establishing the Conformity of the supplies to the Bidding Document**

- i. To establish the conformity of the supplies to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the supplies and be supplied conform to the specified requirements.
- ii. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the supplies.

- iii. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers must be furnished in the Delivery and Completion Schedule , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the TDCP's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

#### **4.11 Documents Establishing the Qualification of the Bidder**

- i. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the TDCP's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- ii. If so required in the Bidding Data, a Bidder that does not manufacture or produce the supplies it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the supplies to supply these supplies in the TDCP's country.
- iii. If so required in the Bidding Data, a Bidder that does not conduct business within the TDCP's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

#### **4.12 Bid Validity**

Bid submitted by bidders must remain valid and open for acceptance for three (3) months from the bid submission date. During this period the bidders shall maintain the availability of resources offered in their proposals. TDCP will make its best effort to complete negotiation within this period. Should the need arise; TDCP may request bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their proposals.

#### **4.13 Responsiveness of Bids**

A bid will be considered non-responsive if the bidder,

- 1. does not meet the approved bus specification standard
- 2. bids for less than 8 diesel A/c inter-city buses (convertible)
- 3. fails to furnish list of spare parts along-with prices delivery ex-Islamabad and furnish guarantee to make these available during minimum 8 years of bus life
- 4. failure to submit bid bond/ security

#### **4.14 Correction of Errors**

Bids determined to be substantially responsive will be checked by the TDCP for any arithmetic errors. Errors will be corrected by the TDCP as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the TDCP there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

The amount stated in the Form of Bid will be adjusted by the TDCP in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited hereof.

#### **4.15 Evaluation and Comparison of Bids**

The TDCP will evaluate and compare only the Bids determined to be substantially responsive. In evaluating the Bids, the TDCP will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. making any correction for errors;
- b. excluding Provisional Sums and the provision, if any, for contingencies; and
- c. making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the TDCP's estimate of the cost of Goods to be delivered under the Contract, the TDCP may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the TDCP may require that the amount of the Performance Security set forth be increased at the expense of the successful Bidder to a level sufficient to protect the TDCP against financial loss in the event of default of the successful bidder under the Contract.

#### **4.16 Clarification Process and Briefing Notes**

In case of any queries or clarifications regarding this RFP package, please write to TDCP at:

Managing Director TDCP  
151 Abu Bakar Block, New garden Town Lahore, PAKISTAN  
E-mail: [tdcp@punjab.gov.pk](mailto:tdcp@punjab.gov.pk)

Tel: 042 99231647

Fax: 042 99231648

In the interest of fairness, any clarifications issued to any bidder shall be posted on TDCP's official website ([tdcp@punjab.gov.pk](mailto:tdcp@punjab.gov.pk)). In case where TDCP will require any explanations or clarifications on the proposals submitted by the bidders, TDCP will contact the bidders in writing and the bidder shall be bound to respond within 3 days of the date of the communication. Such written responses received from the bidders shall become part of their proposals.

#### **4.17 Participation in more than One Consortium**

In order to avoid any potential conflict of interest, no party to any consortium shall be a member of, or in any way participate or be involved, whether directly or indirectly, in another consortium at any stage of the bidding process. This condition doesn't apply to commercial entity or financial institution whose role is limited purely to lending money or advancing credit to the bidding consortium.

#### **4.18 Cost of Proposals**

The bidders shall bear all costs associated with the preparation and submission of the proposals in response to this RFP, TDCP shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the solicitation. Hence the costs of preparing the proposal/ offer as well as of negotiating the Agreement, including costs of participation in meeting will also not be reimbursable.

#### **4.19 Confidentiality Issues**

Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for the award of a contract, shall not be disclosed to any bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence TDCP's processing of bids or decisions pertaining to the award of procurement may result in the forthwith rejection of the bidder's proposal and forfeiture of the bid bond. Bidders authorize TDCP to release any information that is reasonably required as part of the proposal evaluation process, which would otherwise be prevented by TDCP from releasing due to confidential nature of such information.

The winning bidder shall not, during or after the term of Supply of buses and Financing Agreement, disclose any proprietary or confidential information relating to the project, the services, the agreement, or the TDCP business or operations (other than for the purposes of provision of requisite services) without prior written consent of the TDCP, unless such disclosure is required by Applicable Laws or regulations or such information is required for research purposes or has entered the public domain other than by a breach of the Agreement, or was already in public domain, or was already lawfully in the possession of the successful bidder at the time of such disclosure to them. Successful bidder shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information. Upon completion of the term of the Agreement, the provisions of this paragraph shall remain in force.

#### **4.20 Due Diligence by Bidders**

The information contained in this RFP package as well as any information appended hereto is being supplied to the bidders for their guidance only and the bidders at their own discretion may or may not use the information for the purposes of developing their proposals. TDCP will not assume any responsibility or liability for completeness, accuracy or up-dation of such information. Similarly TDCP assumes no responsibility or liability for completeness, accuracy or up-dation of the studies available with TDCP. In this respect the bidders are requested to conduct their own due diligence involving their technical, financial and legal personnel to verify or develop their own assumptions for the purposes of bid development and submission. Potential bidders shall verify the accuracy, reliability and completeness of the information provided in this RFP, however, as stated earlier they are entitled to perform project due diligence and wherever necessary obtain independent advice from appropriate sources. TDCP makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the project information. Each bidder shall conduct its own studies and analysis and is advised to collect and obtain any other information that may be necessary for evaluating the project and preparing the bid, at its own responsibility and cost. The bidders shall be deemed to have satisfied themselves before submitting their bids, as to the risks, contingencies and all other circumstances, which may influence or affect the project and subsequently their bids.

#### **4.21 Changes to the Composition of the Consortium**

There shall not be any change in the composition of the consortium under the normal circumstances during the bidding process. However, under special circumstances, substitution / Addition may be considered by TDCP only once for one substitution/ addition in the members of the consortium of the bidder. The decision of TDCP either to approve or disapprove such substitution / addition shall be final and binding on the bidder. TDCP may permit change in the composition of a consortium during the bid process, only where:

- a. The lead member continues to be the lead member of the consortium;
- b. The substitute is at least equal, in terms of technical capacity and financial capacity, to the consortium member who is sought to be substituted and the modified consortium shall continue to meet the prequalification and short-listing criteria for the applicants; and
- c. The new member(s) expressly adopt(s) the application already made on behalf of the consortium as if it were an original party to it, and is not an applicant / member / associate of any other consortium bidding for this project.

#### **4.22 TDCP's Right to Terminate the Process**

Notwithstanding anything contained in this RFP the TDCP reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals / bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. The TDCP reserves the right, at any time without assigning any reasons, to:

- Cancel the bidding process
- Cancel or disqualify any bid submitted by the bidders
- Change/ alter any of the provisions of this RFP

- Reject any bid submitted after the expiry of time & date for submission of bids

The bidders shall protect and defend unconditionally as well as indemnify and hold TDCP, or any other relevant government body/agency, its employees, directors and officers free and harmless from and against any and all liabilities, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity arising here under. TDCP makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth in this document. TDCP shall not be liable, in any case, for contingent or consequential, special or indirect damages.

#### **4.23 Grounds for Disqualification**

Without limiting or restricting the generality of clause 4.22 above:

1. TDCP reserves the right to reject all bid without assigning any reasons, if:
  - i. At any time, a material misrepresentation is made or uncovered, or
  - ii. The bidder is found to be insolvent, or
  - iii. Any key personnel of the bidding organization or the consortia are found to be a proclaimed offender, or
  - iv. The bidder does not provide, within the specified time, the supplementary information sought by TDCP for evaluation of the proposal.
  - v. The bid is found non-responsive.

Such misrepresentation / improper response shall lead to disqualification of the bidder. If bidder is a consortium, then the entire consortium shall be disqualified.

2. If such disqualification / rejection occur after the financial bids have been opened, but before signing of the Agreement, TDCP reserve the right to:
  - i. Invite the remaining potential bidder(s) for consideration in accordance with the provisions of this RFP; or
  - ii. Take any such measures as it may deem fit at the sole discretion of TDCP, including removal of an individual bidder and /or annulment of the whole bidding process.
3. TDCP reserves the right to verify all statements, information and documents submitted by the bidders in response to the RFP. TDCP's failure to undertake such verification shall neither relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the TDCP.

#### **4.24 Manner of Opening of the Proposals**

The manner of opening of the proposals should be read in conjunction with the Section 1.5. Technical proposals will be immediately opened after the end of deadline for submission of the proposals by the procurement committee constituted for bid evaluation and the financial



proposals shall remain sealed and securely stored. Upon completion of the technical evaluation process, bidders receiving technical score of 70% or higher will be short listed and invited to attend the opening of sealed financial bids. Financial bids of all unsuccessful bidders, who didn't qualify in the technical evaluation, shall be returned unopened, along with the bid security. Only financial proposals of technically qualified bidders shall be opened by TDCP in front of authorized representatives of the bidders. After evaluation of the financial bid, the Bid security of unsuccessful bidders will be returned.

#### **4.25 Proposal Considerations**

##### **4.26.1 TDCP's Rights**

In issuing this RFP, TDCP retains the following rights:

1. Issuing addendum to the RFP, including extension or otherwise revising the timeline for submission of proposals.
2. Withdrawing, reissuing, or modifying the RFP.
3. Requesting clarification and/or additional information from the bidders at any point in the bidding process.
4. Executing procurement and supply agreement with a bidder on the basis of the original proposals and/or any other information submitted by the bidder during the bidding process.
5. Rejecting any or all proposals as may be deemed to be in the best interest of TDCP and the project.
6. Accepting a proposal that does not offer the best possible, cost effective solution or offers the best overall value, which TDCP determines is in the best interest of the public of Punjab, based on the bidder's qualifications, technical proposal, financial strength, willingness to accept contractual terms as well as its cost of proposal.
7. Discontinuing its negotiations after commencing negotiations with a selected bidder, if progress is unsatisfactory in the judgment of TDCP, and commencing discussions with another qualified bidder.

##### **4.26.2 Consequence of Submission of Proposal**

The submission of a proposal shall not, in any way, be deemed an agreement between the potential bidder and TDCP. Specifically; the following provisions apply upon submission of proposals by the bidders:

1. TDCP shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Acceptance of a proposal by the TDCP obligates the bidder to enter into good faith agreement negotiations based on the proposal submitted.

#### **4.27 Post Qualification of the Bidder**

- a. The TDCP will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- b. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- c. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the TDCP shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### **4.28 Award of Contract**

The TDCP will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible.

The TDCP, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or manufacturer capacities, may require the supplier or manufacturer to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

#### **4.29 Notification of Award**

Prior to expiration of the period of bid validity prescribed by the TDCP, the TDCP will notify the successful Bidder in writing ("Letter of Acceptance") that his/her Bid has been accepted. This letter shall name the sum which the TDCP will pay the supplier or manufacturer in consideration of the delivery of supplies by the supplier or manufacturer as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the TDCP and the Bidder till signing of the formal Contract Agreement.

Upon furnishing by the successful Bidder of a Performance Security, the TDCP will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

#### **4.30 Signing of Contract Agreement**

Within 10 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the TDCP will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

The formal Agreement between the TDCP and the successful Bidder shall be executed within 10 days of the receipt of the Contract Agreement by the successful Bidder from the TDCP.

#### **4.31 General Performance of the Bidders**

The TDCP reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The TDCP may in case of consistent poor performance of any Bidder as reported by the TDCP's of the previously awarded contracts, interalia, reject his bid and proceed in accordance with PPRA Rules 2009 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of supplies.

#### **4.32 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Annex-H to Bid in the Bidding Documents for all Punjab Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

#### **4.33 Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

#### **4.34 Margin of Preference**

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.  
[Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

**SECTION-5**

**INFORMATION REQUIRED FROM BIDDERS**

## **SECTION-5: INFORMATION REQUIRED FROM BIDDERS**

### **5.1 Technical Proposal**

The bidders are required to submit following basic documents for technical assessment:

- 1- Firm/ Company details including name of the company, registered and mailing address, year of establishment and number of years in experience.
- 2- Technical capabilities in terms of human resources including owner/ director bio data etc.
- 3- National Tax Number /Tax registration certificate of the firm/ company.
- 3- SPEC registration certificate.
- 4- List of preferably 5 clients to be furnished to whom supply of buses is made along with contact details and satisfaction report/ certificates of the clients. For the purpose of supply, only supplies made in excess of 10 or more buses in lots to a single client will be considered.
- 5- Total number of buses to be supplied along-with supply timeline indicating number of phases and number of buses to be supplied in each phase.
- 6- A comprehensive plan for supply of services and spares for 8 years Agreement period. The plan should elaborate either establishing own dealership or partnership with another party for dealership in Punjab. The cost of training for necessary services and replacement services shall be borne by either the dealer or the successful bidder.

Note: In addition to the above documents, TDCP may require additional documents in support of evidence against technical evaluation criteria as mentioned in section 6.

### **5.2 Financial Proposal**

The financial proposal must be submitted in a separate sealed envelope on letterheads, indicating the name of the company, containing following information:

Cost of single bus, meeting required standard specifications quoted on the basis of delivery at Islamabad inclusive of all charges i.e. freight, duties and taxes, insurance, levies etc.

**Note:** In addition to the above documents, TDCP may require additional documents in support of evidence against financial evaluation criteria as mentioned in section 6.

**SECTION-6**

**CRITERIA FOR ASSESSMENT OF**

**TECHNICAL AND**

**FINANCIAL PROPOSALS**

## SECTION-6: TECHNICAL AND FINANCIAL EVALUATION CRITERIA

This section of RFP includes technical and financial evaluation for procurement of buses.

### 6.1 Technical Evaluation Criteria

The TDCP will assess bidders based on the following technical evaluation criteria

S. No.	Technical Evaluation Criteria for Bus Manufacturer	Points Allocated	Maximum Points
I.	Number of years of experience		10
One point will be awarded for each year experience in bus manufacturing field. A maximum of 10 points can be achieved for 10 years or above experience. The manufacturer/ supplier must have 3 years' experience; no points will be awarded to manufacturer/ supplier for less than 3 years' experience in this field.			
II.	Number of Satisfaction letters by client		20
Maximum points will be given to the vendor for supplying maximum number of similar buses. Points to be awarded based on the following formula= (B/M) x Maximum Points, where B= Number of satisfied letters issued by clients, M= Maximum number of letters required (Five 5). Manufacturer/ supplier must bid for not less than 10 buses.			
III.	Establishment of Manufacturing/ Assembling Plant		10
Local Manufacturers			5
Local Manufacturers in collaboration with Foreign manufacturer			10
IV.	Supply Timeline		30
V.	List of Satisfied Clients (Details as per pt 4 of section 5.1)		10
One point will be awarded for each bulk supply order/ shipment. A maximum of 10 points can be awarded for 10 or more orders/ shipment. The manufacturer/ supplier must furnish not less than 3 satisfied client's details TDCP may contact the satisfied client for verification purpose.			
VI.	Annual Sales (Latest audited Financials)		10
PKR 5 billion or more (equivalent foreign currency)			10
PKR 4 billion and above			8
PKR 3 billion and above			6
PKR 2 billion and above			4
The manufacturer/ supplier must have annual sales (last audited financials) of not less than PKR 2 billion for the awards of point as per the criteria mentioned above.			
VII.	Net worth as per audited report		10
PKR Greater or equal 500 million			10
PKR Greater or equal to 450 million but less than Rs 500 million			8
PKR Greater or equal to 400 million but less than 450 million			6

PKR Greater or equal to 350 million but less than 400 million	4
The manufacturer/ supplier must have net worth as per audit report of greater or equal to PKR 350 million for the awards of point as per the criteria mentioned above.	
<b>Overall Total</b>	<b>100</b>

**Note: The prospective bidder must obtain 70% or more score to qualify technical evaluation. Overall Score of technical qualified bidder is determined as  $A=T.S*0.85$**

## **6.2 Financial Evaluation Criteria**

Financial evaluation will be based on the Cost of a single bus, quoted on the basis of delivery at Islamabad inclusive of all charges i.e. freight, duties and taxes, insurance, levies etc.

Weightage of Financial score in Overall Score is as  $F=F.S*0.15$

**Under each category the successful bidder will be the one offering lowest price.**

### **6.2.1 Price Schedule of Spare parts**

The prospective bidder will furnish complete pricing list of all spare parts at Islamabad in PKR.



**SECTION-7**

**SELECTION OF SUPPLIER/  
MANUFACTURER**

## **SECTION-7: SELECTION OF SUPPLIER/ MANUFACTURER**

### **7.1 Selection of Supplier/ Manufacturer by GoPb**

The TDCP will award the contract to the successful bidder for supply of buses based on QCBS after evaluation of prospective bidder

## **SECTION-8**

### **General Conditions of Contract (GCC)**

<p><b>1. Definitions</b></p>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Contract” means the Agreement entered into between the TDCP and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.</p> <p>“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.</p> <p>“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>“Day” means calendar day.</p> <p>“Delivery” Supply of buses by the the Supplier to the TDCP in accordance with the terms and conditions set forth in the Contract.</p> <p>“Completion” means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>“GCC” means the General Conditions of Contract.</p> <p>“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the TDCP under the Contract.</p> <p>“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the TDCP and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p>
<p><b>2. Contract Document</b></p>	<p>Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
<p><b>3. Corrupt &amp; Fraudulent Practices</b></p>	<p>For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Manufacturer / Supplier in the procurement process or in contract execution to the detriment of the procuring agencies; 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 agencies 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.</p> <p>The TDCP will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the</p>

	Contract.
<b>4. Interpretation</b>	If the context so requires it, singular means plural and vice versa where the context requires.
	<p><b>Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the TDCP and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	<p><b>Amendment</b></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	<p><b>Non waiver</b></p> <p>no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	<p><b>Severability</b></p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<b>5. Language</b>	<p>The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the DoT, shall be written in the language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>6. Notices</b>	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified. The term “in writing” means communicated in written form with proof of receipt. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
<b>7. Settlement of Disputes</b>	<p>The TDCP and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within 1 month from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms as per Governing Law.</p>
<b>8. Scope of Supply</b>	Goods to be supplied shall be as specified in Schedules to Bid. Unless otherwise stipulated in the Contract, the Scope of Supply shall include

	all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
<b>9. Delivery</b>	The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid.
<b>10. Supplier's Responsibilities</b>	The Supplier shall supply all the Goods included in the Scope of Supply, and the Delivery and Completion Schedule.
<b>11. Contract Price</b>	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
<b>12. Terms of Payment</b>	The Supplier's request for payment shall be made to the DoT in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted and upon fulfillment of all the obligations stipulated in the Contract.
<b>13. Taxes and Duties</b>	For Goods supplied, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both in case of local and foreign manufacturers / supply.
<b>14. Performance Security</b>	The Supplier shall, within 10 days of the notification of successful bidder, provide a Performance Security for the due performance of the Contract in the amounts and currencies as specified in this RFP & Agreement. The proceeds of the Performance Security shall be payable to the TDCP as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
<b>15. Specifications and Standards</b>	<p>The Supplier shall ensure that the Goods comply with the specifications and other provisions of the Contract.</p> <p>The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods as agreed by TDCP.</p> <p>The TDCP may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the TDCP, and shall repeat the test and/or inspection, at no cost to the TDCP. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the TDCP or its representative, nor the issue of any report shall release the Supplier from any warranties or other obligations under the Contract.</p>
<b>16. Change in Laws and Regulations</b>	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed Punjab, Pakistan that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be

	<p>Correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p> <p>Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.</p>
<b>17. Extensions of Time</b>	<p>If at any time during performance of the Contract, the Supplier or its Sub-Manufacturer / Supplier s should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the TDCP in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the TDCP shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.</p>

## **SECTION-9**

### **Annexes**



## **Annex-A: Draft Agreement for Supply and After Sale Services of Buses**

\*For category 2; the attached agreement will be made between successful bidder and Higher Education Department instead of . Changes were ever required by the HED in the contract form will be made accordingly

## **AGREEMENT FOR PROCUREMENT OF BUSES**

This AGREEMENT IS FOR PROCUREMENT OF BUSES (“Agreement”) is made at Lahore on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

BETWEEN

The Governor of the Punjab Province through Tourism Development Corporation Punjab, GoPb referred as “the TDCP” having its head office at 151 Abu Bakar Block, New Garden Town Lahore, Pakistan, unless repugnant to the context shall mean and include its heirs, successors, executors, administrators and assigns of the First Part.

AND

MESSERS \_\_\_\_\_ (Hereinafter referred to as “THE MANUFACTURER/ SUPPLIER” having its registered office at \_\_\_\_\_ through its \_\_\_\_\_ which expression, unless repugnant to the context shall mean and include its heirs, successors, executors, administrators and assigns) of the 2<sup>nd</sup> Part.

Whereas the TDCP has a mandate to develop and implement policies for the regulation, promotion and facilitation of safe, integrated and efficient transport facilities and services within the Province of Punjab. The TDCP is further authorized to enter into agreements and contracts with local and international entities accordingly.

And Whereas the TDCP is the regulator and facilitator for Inter-City transport b/w Islamabad and Muree Punjab

And Whereas the TDCP is mandated to facilitate and promote tourism for the public.

And whereas the (Manufacturer/Supplier) has the necessary arrangements and is desirous of supply of (number and type of buses) (hereinafter refer to as the “Vehicles”), as per any option mentioned in the RFP.

And whereas both the parties in consideration of the underlying facts and representations made herein above, and in further consideration of the mutual covenants and conditions contained, in this Agreement, agree as follows:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. Agreement Period:**

This Agreement shall remain in force for a period of Two (02) years commencing from the date of its signing to cover the induction and subsequent after sales services to ensure trouble free services, supply of components and comprehensive maintenance of Buses for the Project.

**2. TDCP's Responsibility (ies):**

- i. TDCP shall place a purchase order for supply of buses.
- ii. TDCP undertakes that it shall designate technical personnel(s) who shall carry out a pre and post-shipment inspection of Buses when and where required under each option and gives an inspection report.

**3. Manufacturer / Supplier's Responsibility (ies):**

- Manufacturer / Supplier upon signing the said Agreement shall be responsible for the timely supply of (Number and type of Buses) of the description, specifications as per the delivery schedule mentioned in the RFP to form part of this Agreement.
- The Buses shall be entirely brand new and of the best quality and workmanship to the satisfaction of TDCP. Manufacturer / Supplier shall ensure the Delivery of Buses in accordance with the terms of the Agreement after pre-shipment inspection and approval by the inspecting personnel/team of TDCP.
- Manufacturer/ Supplier shall be responsible for any defect or failure of Buses or equipment provided in these Buses due to defective design, material or workmanship, for a period of twelve (12) months of operation of Buses or 100,000 Kms, whichever is later from the date of handing over of buses in Islamabad.
- Manufacturer/ Supplier shall have to furnish sales and services plan ensuring for availability of all parts in major cities of Punjab from the day buses are supplied. In addition spares and general maintenance of the Buses is to be ensured for at least eight (8) years from the supply date in respective cities/districts where being

delivered. The Manufacturer / Supplier shall establish a network of workshops with requisite manpower to ensure quick repair and maintenance of the buses.

### **3.1 Buses Supply:**

The Manufacturer/ Supplier shall arrange for up to (Number of Buses) as per agreed timeline attached in line with standard bus specifications as mentioned by TDCP.

### **3.2 After Sale Services**

In consideration of the Manufacturer/ supplier agreeing, undertaking and affirming its commitment to the Project (comprising the supply of requisite number of Buses and providing after sales service) strictly in accordance with the terms and conditions of this Agreement; TDCP hereby agrees to provide the necessary assistance/support to the Manufacturer / supplier in accordance with the terms of this Agreement

#### **3.2.1 Establishment of 2S Stations**

The Manufacturer/ Supplier (in case of foreign vendor) must ensure establishment of 2S (Service & Spare parts) stations in Islamabad. The stated stations must have facilities for fault-diagnostics, service (minor and major repairs) and commonly used parts availability throughout the design life of buses (Minimum 8 years). The stations must have trained and experienced professionals to for quick fitting and fixing. The Manufacturer/ Supplier must also ensure rarely used parts demanded through orders within 10 days of the date of the order.

### **3.3 Performance Guarantee:**

A bank/ performance guarantee must be furnished by the supplier in the shape of either a pay-order or a bank draft or a Bank guarantee upon signing of agreement (draft specimen included in Annex G), which shall be 10% (C &F Islamabad value for Imported buses and Ex-Factory Value for local manufacturing) of the total value of the buses supply. Out of 10%; half (5%) will be retained against availability of spare parts and remaining half (5%) will be

retained against establishment of local manufacturing/ assembling facility.

### **3.3.1 Availability of Spare parts**

The foreign manufacturer will also be bound to ensure supply of spare parts for a period of 8 years from the date of supply of busses. The half of performance guarantee (5%) will be reduced proportionately over a period of 8 years in case the manufacturer/ supplier ensure continuous supply and availability of spare parts. Increase / decrease in price list of spare parts to be filled below by the supplier shall be based on dollar Pak rupee parity.

<b>Sr. No.</b>	<b>Items</b>	<b>Item Unit Price (inclusive of all charges i.e. freight, duties and taxes, insurance, levies etc.)</b>
	Oil Filter	
	Air Filter	
	Fuel Valves	
	Clutch Assembly	
	Pressure Plate	
	Fly Wheel Assy	
	Clutch Release bearing	
	Fleet Bearing	
	Fleet Bearing	
	Brake shoe Assy (Front & Rear)	
	Road Spring Bushes	
	All Lubricants	
	Spark Plugs	
	Engine Coolant	
	Fan Belt	
	Side Mirror	
	Tyre	
	Batteries	
	Electrical Parts as per requirements	
	Any other (please list down all other spare parts/ accessories not mentioned above)	

The Manufacturer/ Supplier must ensure establishment of 2S (Service & Spare parts) stations in Islamabad. The stated stations must have facilities for fault-diagnostics, service (minor and major repairs) and commonly used parts availability throughout the design life of buses (Minimum 8 years). The stations must have trained and experienced professionals for quick

fitting and fixing. The Manufacturer/ Supplier must also ensure availability of rarely used parts being demanded within 10 days of the date of the order. Where foreign manufacturer/ supplier establishes local manufacturing facility the performance guarantee will be returned within one month of satisfactory functioning/ production by the facility.

### **3.3.2 Performance Guarantee for Local Manufacturer)**

In case of local manufacturer/ supplier performance guarantee (10%) will be returned after one year of warrantee period.

### **3.4 Payment of Levies and Taxes:**

It shall be the sole responsibility of the manufacture / supplier to pay all charges relating to transportation, clearing and customs in addition to local transportation charges, toll taxes and any other charges to supply the buses in Islamabad as directed by the TDCP.

### **3.5 Bus Specifications:**

The Manufacturer/ Supplier shall ensure that the vehicles (Diesel buses) being supplied in Punjab under this Agreement are in accordance with the bus specifications mentioned by the TDCP.

### **3.6 Liquidated Damages (LD)**

If the Manufacturer/ Supplier fails to deliver the ordered buses as per the terms and conditions and the mentioned bus delivery timeline schedule, the corresponding delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract; the TDCP may, without prejudice to any other right of action / remedy it may have, levy liquidated damages as follows:

$LD \text{ per day} = (\text{Factor } F \times 20,000 \times \text{Number of Buses} \times \text{Value } X)$

Where Value X = Delay (in number of days)

For 0 – 10 days Factor  $F = 0.25$

For 11– 20 days Factor  $F = 0.50$

For 21 – 30 days Factor F = 0.75

For 31 days and above, Factor F =1.00

However, the amount so deducted shall not exceed the aggregate value of the performance security. The Liquidated Damages are attributable to such part of the supply which (in consequence of the failure/ delay) may not be put to the intended use every day between the scheduled delivery date(s) and the actual delivery date(s) with any extension of time thereof granted by the TDCP.

### **3.7 Overall Condition of Vehicles:**

The Manufacturer / Supplier shall ensure that the vehicles to be supplied in Punjab are new, in operational condition and un-accidented. Any faults and defects of the bus are to be covered through warranty as described in section 5 mentioned below. It is the sole responsibility of the Manufacturer / Supplier to arrange for transportation insurance coverage to cover for any eventuality during transportation and voyage, up-to any place in the Punjab, Pakistan.

### **4. Voyage Insurance Coverage:**

The Manufacturer / Supplier shall arrange the transportation insurance coverage for the total journey till the point the buses are handed over to TDCP required destination (to be confirmed) in Punjab. All costs and charges related to the insurance shall be borne by the Manufacturer / Supplier.

### **5. Warranty:**

The successful bidder will be responsible for any defect or failure of buses or equipment provided in \ these buses due to defective design, material or workmanship, for a period of twelve (12) months or operation of buses up-to 100,000 Kms, whichever is later from the date of registration. The rectification/replacement of failed components/ equipment will have to be undertaken by the successful bidder, through his dealership, free of charge at the manufacturers' workshop/depot.

### **6. Pre-Delivery Inspection:**

The supplier/ manufacturer must inform the TDCP 14 days prior to the shipment of buses for pre- delivery inspection. The TDCP will inspect buses before shipment and issue a satisfaction note for the buses conforming to the required standards and specifications as mentions in Annex B and C. Any cost associated with the pre-shipment inspection i.e. boarding, lodging, transportation, and any other will be accommodated by the manufacturer / supplier.

### **7. Indemnity and Insurance:**

That the Manufacturer / Supplier shall protect, indemnify and hold harmless the TDCP and its employees, agents, representatives, and assigns from and against, losses, claims, judgments, directly or indirectly or otherwise negligent or wilful misconduct by the manufacturer / supplier or its agents or employees while engaged in activities relating to this agreement.

#### **8. Directions for Improvement**

The Manufacturer / Supplier shall act upon the directions of TDCP given from time to time in terms of this Agreement. Where TDCP finds that any action or practice of the Manufacturer / Supplier is not in accordance with terms and conditions of this Agreement or any provision of law, rules or regulations, TDCP may issue such additional directions in writing as it may deem fit to the Manufacturer / Supplier to improve such actions or practice so as to bring it in conformity with the aforesaid provisions and the Manufacturer / Supplier shall comply with such directions.

#### **9. Assignment, Novation and Disposals:**

Unless otherwise agreed to by the Parties, this Agreement and all rights and obligations hereunder are personal and both parties shall neither assign, novate or otherwise dispose in whole or in part of its rights hereunder nor sub-contract or otherwise delegate in whole or in part any of its obligations hereunder without the prior written consent of the other party.

#### **10. Force Majeure:**

- a. That the (TDCP) shall not forfeit Manufacturer/ Supplier's Performance Guarantee or charge liquidated damages as assessed by the TDCP, or terminate the Manufacturer / Supplier's Agreement for default, if such delay in performance or failure to perform Manufacturer/Supplier's obligations under this Agreement is the result of an event of "Force Majeure".
- b. For purposes of this Clause "Force Majeure" means an event beyond the reasonable control of both the parties. Such events may include revolutions, fires, floods, epidemics, quarantine restrictions, riots and freight embargoes, Natural Calamities, earthquakes, typhoon, fire, or tornado and any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, insurrection, civil commotion, or an act of terrorism;
- c. If a Force Majeure situation arises, Manufacturer/ Supplier (the effected party), shall promptly notify to the (TDCP or other party) in by reason of writing of such a party is wholly or partially unable to carry out its obligations under this agreement, conditions



and the cause thereof. Unless otherwise directed by TDCP in writing, Manufacturer / Supply shall continue to perform its obligations under the Agreement as far as it is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Reasonable efforts to mitigate the effects of force Majeure but if the Force-Majeure Event continues for more than one month, then the Parties shall negotiate in good faith as to the manner in which any relevant provision of this Agreement may need to be amended or otherwise dealt with.

- d. The effected party shall use all reasonable efforts to mitigate the effects of force Majeure but if the Force-Majeure Event continues for more than one month, then the Parties shall negotiate in good faith as to the manner in which any relevant provision of this Agreement may need to be amended or otherwise dealt with.

#### **11. Termination by a Default Event:**

It shall be a default event (a "Default Event") in relation to the Manufacturer / Supply if:

- i. An order is passed by a court of competent jurisdiction, or a resolution is passed for the dissolution or administration of manufacturer/supplier; other than in the course of a reorganization or restructuring previously approved in writing by the TDCP;
- ii. The Manufacturer / Supplier cease or threaten to cease to supply the buses bid for, or to **carry** on supply of services and spares thereafter;
- iii. The Manufacturer / Supplier commits any continuous or material breach\* of the said Agreement and in the case of such breach which may be resolved and the Manufacturer / Supply fails to deal with the same within 14 days of the notification of such breach by the TDCP and in which notice the TDCP expresses its intention to exercise its rights under this sub-clause);

#### **\*Material Breach**

It refers to the limitation where supplier;

- a. does not meet the approved bus specification standard
- iv. If a Default Event arises the TDCP may terminate this Agreement by notice in writing giving such period of notice as the TDCP considers appropriate in the circumstances. However, the said notice shall be of 30days from the date of such default.
- v. The termination of this Agreement under this clause shall be without prejudice to any rights of either Party in respect of any antecedent breach of contract by the other Party.

on termination of this Agreement, the TDCP shall not be liable to the Manufacturer /Supplier for any loss of opportunity, loss of profit, loss of contract or any other losses and or expenses of whatsoever nature arising out of or in connection with such termination.

**12. Effect of Termination:**

In case agreement is terminated:

- The amount of performance guarantee deposited with the TDCP may be en-cashed.

**13. Validity, Legality and Enforceability:**

That if any of the provisions of this Agreement are found to be illegal or become invalid, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. However the parties hereto shall substitute any such provision with a legally valid one, which as far as possible, reflect the intention of both parties laid down in the invalid provision.

**14. No Partnership or Authority:**

Nothing contained or implied in this Agreement is intended to nor shall create a partnership between the TDCP and the Manufacturer/ Supplier hereto or establish either TDCP or Manufacturer / Supplier as an agent of the other. Neither the TDCP nor the Manufacturer/ Supplier have any authority hereunder to bind other or to incur any obligation or assume any responsibility on behalf of the other.

**15. Miscellaneous Items:**

The terms and conditions of this Agreement shall supersede any contrary terms and conditions of the bidding document/ RFP and any Appendices and or Schedule(s) thereto. However the annexure / appendices and schedules referred wherever referred in this agreement shall be integral parts of this agreement.

**16. Ambiguity /Discrepancy in Agreement:**

In case of ambiguities or discrepancies arising in this Agreement, the following shall apply:

- a) Between two Articles of this Agreement, the provisions of specific Article(s) relevant to the issue under consideration shall prevail over the other Article(s);
- b) Between the Articles and the Schedules, the Articles shall prevail;
- c) Between any value written in numerals and that in words, the latter shall prevail.

**17. Effect of Waiver**

The failure of either party to insist upon strict performance by the other party of any such

other party's duties or obligations arising under the agreement or the failure by either party to exercise any of its rights herein, shall not be constructed as a Waiver or relinquishment of such party's right to assert any such rights on any future occasion.

**18. Entire Agreement**

This agreement constitutes the entire and only agreement including Annexure between the parties relating to the subject matter hereof and supersedes and cancels all previous negotiations, commitments and /or representations with respect thereto.

**19. Representations and Warranties:**

The Parties hereby represent, warrant and covenant that each of them has all the requisite power(s), authority, and capacity to enter into this Agreement and perform their obligations hereunder according to the terms and conditions hereof. Parties further specifically represent and warrant that they are authorized to enter into this Agreement and have approved this Agreement which shall constitute valid, binding and enforceable obligations of the Parties.

**20. Arbitration:**

If any dispute arises between the parties according by this agreement, which cannot be resolved/ settled amicably, will be referred to the "Secretary YAS&T, Government of Punjab", who will decide the matter either himself or by appointing his representative. The decision of Secretary YAS&T if not acceptable to any party will be referred to an arbitrator. The Arbitration proceedings shall be governed by the Arbitration Act 1940. The venue for Arbitration proceedings if any shall be in TDCP Head Office.

**21. Governing Law and Dispute Resolution:**

a) The said Agreement shall be governed by the laws of the Islamic Republic of Pakistan and the courts at Lahore shall have exclusive jurisdiction in case of any claims or dispute arising out of this Agreement.

b) A person aggrieved by an order of an officer of the TDCP, acting under the delegated powers of the department, may, within thirty (30) days of issuance of the said order, appeal to the Secretary YAS&T and the Secretary YAS&T shall decide the matter within forty five days of the submission of the appeal.

**22. Change in Law:**

That this Agreement shall remain in force and binding on both the parties hereto till the expiry of the currency of the said Agreement and no change in law or other circumstances shall affect the respective rights and obligations of the Parties. No claim of whatsoever nature shall

be made by one party on to the other on account of any such change in law or other circumstances.

**23. Legal Expenses:**

In the event of a legal action is taken by either party to enforce this Agreement, all cost and expenses, including reasonable attorney's fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof, shall be paid by the other party.

**24. Notices:**

- a) All notices shall be in writing and shall be deemed sent either in the form of letter, fax telex, telegraph, telegram or cable.
- b) Any notice shall be deemed to have been received as follows;
- c) Personal delivery upon receipt;
- d) Fax or electronic mail twenty four hours after sending, provided in the case of fax, the original shall also be sent by prepaid registered mail or certified mail and for electronic mail return receipt confirmation is received after sending the same.
- e) Registered or certified mail (48) hours after delivery to the postal authorities by the party serving the notice.

**25. Address of Parties:**

The addresses of the parties for correspondence and for service of notice(s) of any kind shall be as follows and any notice required to be given or to be served under this Agreement by either party shall be sufficient if in writing sent through a first class mail at the said address or such other address as a party may notify in writing to the other party from time to time for this purpose.

MD TDCP: \_\_\_\_\_

Manufacturer / Supplier: \_\_\_\_\_

In witness whereof both of the parties to the agreement set their respective hands, signatures in presence of witnesses on the Day, Month and year hereinabove mentioned.

**TDCP;**

Through\_\_\_\_\_

Name: \_\_\_\_\_

NIC #: \_\_\_\_\_

**Witnesses:**

1. \_\_\_\_\_

Name: \_\_\_\_\_

NIC #: \_\_\_\_\_

3. \_\_\_\_\_

Name: \_\_\_\_\_

NIC #: \_\_\_\_\_

**Manufacturer / Supplier;**

Through\_\_\_\_\_

Name:\_\_\_\_\_

NIC#:\_\_\_\_\_

2. \_\_\_\_\_

Name: \_\_\_\_\_

NIC #: \_\_\_\_\_

4. \_\_\_\_\_

Name: \_\_\_\_\_

NIC #: \_\_\_\_\_

## **Annex-B: Approved Standard Coaster Specifications**

## The TDCP Approved Specifications for Half open Half Closed Inter-City Diesel AC Bus

### Section 1: General

1.1	<b>Introduction</b>
	This Standard is not aimed to be an engineering design or full performance specification, but the TDCP wants to ensure that buses in Inter-City service are seen to be of a modern design incorporating the latest technologies so that they give a very good quality of ride and comfort. The bidder must show compliance to specifications or on higher side.

### Section 2: Design & Performance

2.1	<b>Capacity /Dimension</b>	
a	Seating Capacity	Over 24 passengers
b	Overall Length	7.5 m $\pm$ 10 %
c	Overall Width	2.4-2.6 m exclusive of side mirror
d	Rear Overhang	60 percent of the wheel base (Variation upto 2% is acceptable)
e	Front Overhang	30 percent of the wheelbase (Variation upto 2% is acceptable)
f	Overall Height	Max 2600 mm
g	Wheel base	Min 3950 mm
h	Gross Vehicle Mass	4000 Kg to 5000 Kg (approx.)
i	Turning Radius (m)	90% of overall Length
j	Gradeability (Fully Laden)	Min 20 %
k	Angle of Approach (Unladen)	16 to 18 degree
l	Angle of Departure (Unladen)	12 to 14 degree
m	Ramp over Angle (Half of the Brake Angle)	Min 4.5 degree
2.2	<b>Performance Features:</b>	
a	Acceleration (Fully Laden with A/C On)	0-20 km/h in less than 4 secs 0-50 km/h in less than 25 secs
b	Braking distance at 30 Km /h (Fully Laden)	Max 8 m
c	Range without re-fuel (diesel)	Min 450 km in city areas

d	Emission	Min Pak II /Euro II
e	External Noise	Max 85 dBA
f	Internal Noise	Max 80 dBA
2.3	Transmission	Manual (5 + 1)
2.4	Clutch	Hydraulic with pressure assisted
2.5	Brake System	Pressure Brake
2.6	Fuel Tank	Can travel 450 km with in city areas without refueling once the tank is filled to maximum
2.7	Suspension	Independent double wishbone, upper torsion bar spring with gas dampers
2.8	Steering Position	Right Hand Drive (Power Steering hydraulic assisted)
2.9	Tires	Steel Radial - 16 PR
2.10	Wheel material	As per international code of practice /certification
2.11	<b>Chassis and Body Structure</b>	
a	The Chassis and associated components will be of a design and use protective material or techniques such that a bus can be expected to give 20 years reliable life under normal high-intensity intra city operational conditions of services, with routine maintenance and without structural changes.	
b	Body Structure	Monocoque / Ladder Chassis
c	Rust Proofing	The Body and frame should remain rust free for the entire life span of the bus.
d	Insulation	The body should be fitted with heat and noise insulation (Non Flammable) so that interior noise shall not exceed 80 dBA during any part of the cycle.
<b>Section:3 Accessibility</b>		
3.1	<b>Doors</b>	
a	Doors	Min one on left
b	Front Door	D/D Min 950 mm single/double swing



c	Rear Door	Min 950 mm double leaf swing
d	Door Closing requirements	Pneumatically operated
	Door Width is defined as clear space excluding any grab handles on the door	
e	Driver seat	2 way adjustable seat
3.2	<b>Wind Screen &amp; Wipers</b>	
a	Front Wind Screen	Laminated safety toughened glass min 8 mm thick, plain, flat with curved corners and crack proof
b	Wiper & Washer	Electrically operated 02 wipers at front windshield with washers (Separate motor for each wiper)
c	Rear Wind Screen	Tempered /toughened glass min 8 mm thick and crack proof
3.3	<b>Ergonomics</b>	
a	Interior Free Standing Height (Front)	2.0 m - 2.1 m
b	Interior Free Standing Height (Rear)	Min 1.9 m
c	Floor Height from road level	Max 500 mm
	Step Dimensions/height (Measured from the ground to top of stop nosing)	
d	Center	Max 250 mm
e	Any additional steps including aisle or seat plinths	Max 100 mm
f	Step Depth	Min 100-250 mm
<b>Section 4: Passenger Safety</b>		
4.1	Introduction	

	<p>Passenger safety, speed and security of movement while boarding, accessing and leaving seated positions and alighting is paramount to the provision of a service that is attractive and timely to the public, and one in which they can have confidence.</p>
4.2	Step and Plinth Edges
	<p>All steps at door entry and exits or within the vehicle must have full width step edges and faces fitted with a distinctive high-visibility, non-slip/trip style nosing that contrasts, i.e. a solid band of contrasting color, with the immediate adjacent flooring material. the nosing dimensions in the horizontal and vertical planes must be within the range 45-50 mm in width. Sharks tooth style is not preferred. Plinths must have a minimum of similar nosing on the horizontal edge.</p>
4.3	Stanchions/handrails
	<p>Stanchions/handrails should be high-visibility contrasting color stanchions from either floor to ceiling or seatback to ceiling, as locations indicates, should be fitted with throughout the length of the bus and close to the aisle so that they are spaced at alternative seats left and right of the aisle, and a passenger can walk/move the length of the bus while able to hold a stanchion with one hand at all times. Additional stanchions are required immediately adjacent to doorways and in priority seating or wheelchair areas.</p>
4.4	Knurling is not encouraged for general cleanliness and hygiene reasons.
4.5	Grab handle
A	<p>Grab handles should be of the same high visibility contrasting color material and have a circular and elliptical cross-section of 30-35mm on the maximum section.</p>
B	Grab handles required at following positions:
	i) Doors
	<p>ii) Any priority seating area located to be readily accessible to any seated or wheelchair passengers, e.g. on the side walls where experience indicates short handle don't provide the assistance required.</p>
	<p>iv) Integral to all seatbacks (except for rearmost seats) on the aisle side of any Forward or rearward facing seat and should be such that there is min 45 mm finger clearance to the handle.</p>
	<p>v) On the underside of any folding seat located to provide a firm handle to any wheelchair passenger when maneuvering into, out of or occupying a wheelchair space.</p>

4.6	Flooring	DampProof material with aluminum chequered sheet 4mm thick on top
<b>Section 5: Passenger comfort and Use</b>		
5.1	Seating	
A	Seat Width	Single Seat
B	Seat design & material	Seats should be ergonomically designed, placed keeping in view the passenger comfort & durability to withstand daily wear & tear with maintenance free features.
5.2	<b>Demisting</b>	
	A demisting system that ensures the following are kept clear at all times when the bus is carrying passengers:	
	i) The driver's windscreen	
	ii) All quarter light windows if fitted	
	iii) Front Door windows	
5.4	Electrical System	24 Volt DC
<b>Section 6: Design Features of Bus</b>		
6.1	General Design Features of the Bus	
6.2	Bus Drive	Right Hand Driven bus
6.3	Bus Design	Shall be suitable for daily operation of 12 to 14 hours for intra-city passenger transport system with peak load of about 150% of bus capacity, average journey speed of about 80 km/h.
6.4	Bus Suitability	The bus shall be proven design suitable modified to the climatic and operational conditions, infrastructure and road conditions as available in the urban/municipal areas of the Punjab.
6.5	Bus Structure	Bus structure shall meet the requirements of structural requirements of structural strength, stability, deflection, vibration, crashworthiness, roll over protection etc. Amongst others for at least following main loads:
		a) Static Loads
		b) Dynamic Loads
		c) Single Wheel bump loads

		d) Double Wheel bump (Diagonally opposite) loads
		e) Braking and acceleration loads
		f) Front impact loads
		g) Speed breaker loads
6.6	Bus Body Design	In accordance with specifications and international code of practice for bus body design.
6.7	Minimum Load Values Data	No part of structure shall intrude into residual space
		i) Bus tilted to its unstable position
		ii) Bus allowed falling freely under gravity from this position.
		e) Buckling factors shall be equal to or more than four.
		f) Various loads:
		Normal Loads (Static)= No. of Passengers (68 kgs) + Passenger luggage weight (10 kgs)
		Bump loads:
		Bump height = as per relevant international standards
		Case I: Single Wheel on bump/pot hole
		Case II: Diagonally opposite wheels on Bump/pot hole
		Case III: Both wheels (front & rear) on bump/pot hole
6.8	The bus Loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering, doors, windows, passenger escape mechanism and service doors.	
6.9	Besides meeting the statutory requirements the bus shall be designed with respect to its body and different aggregates/systems/sub-systems to operate satisfactorily in urban transport service for at least 10 years or 1000,000 km, whichever is later.	

6.10	Materials	Materials used in construction of buses shall be as per society of Automotive Engineers (SAE)/specifications and/ or other internal specifications meeting/surpassing the performance & other requirement as given in the international Bus Code. Wherever Pakistani Standards are not available, international acceptable standards may be referred.
<b>Section 7: Engine Diesel</b>		
7.1	As the bus is required for operation for intra-city services, engines of adequate horse power at lower RPM levels with a high torque over a large RPM range are considered for use.	
7.2	<b>Ambient Conditions:</b>	
a	Temperature	-8 to 50 degree centigrade
b	Humidity Level	5% to 100%
c	Altitude Level	Over 2290 meters
7.3	<b>Parts availability</b>	Parts should be easily replaceable.
a	Engine Mounting	The engine mounting shall be such as to minimize transmission of vibrations to the bus structure. The engine foundation and mounting shall also be so located as to facilitate easy accessibility & replacement.
b	Engine Overheating	Engine design must be such that it shall not be overheated during normal operating conditions of vehicle. An arrangement of audio-visual signal shall be provided in the event of engine getting over-heated.
7.4	Insulation of Engine Compartment	The engine compartment shall be insulated to avoid transmission of heat and noise to saloon area. The passengers and engine compartment shall be separated by a bulkhead(s).
7.5	Engine Start Mechanism	A mechanism in the engine compartment shall be provided to prevent start of the engine from driver's seat while maintenance is being carried out near the engine compartment.

7.6	Cooling system	Heavy duty cooling radiator and other subsystems of cooling systems of cooling system shall be designed to efficiently dissipate heat from the engine system. De-aeration tank and pressurized radiator cap shall be provided. It shall be easy for filling and level checking of coolant. Replacement/maintenance of radiator and its items are also easily carried out.
<b>Section 8: Paint</b>		
8.1	Internal Paint	
a		Paint to sustain daily wear & tear and rust proofing upto 10 years
b		Useful life of Paint upto 10 years
c		Color Shade as per TDCP's direction
8.2	External Paint	
a		Paint to sustain daily wear & tear and rust proofing upto 10 years
b		Useful life of Paint upto 10 years
c		Color Shade as per TDCP's direction
<b>Section 9: Color Scheme</b>		
As per direction of TDCP.		
<b>Section 10: Windows &amp; Ventilation</b>		
a	Window design	Two piece design with flat and fixed top window glass and sliding bottom window glass.
b	Thickness of Glass	Min 4 mm
c	Type of glass	Safety toughened glass
<b>Section 11: First Aid Kit</b>		
a	First Aid Kit	Complete first aid kit which includes items, medicines, bandages etc. shall be provided fitted near driver seat at appropriate position.
b	Fire Extinguisher	At least 02 Fire Extinguishers (6 Kg DCP type each)

Section 12: Tool Kit		
a	Manufacturer shall provide tool kit and other mandatory items as per MVR 138 (4)/other applicable rules comprising of common tools and other essential items required.	
b	One hydraulic jack per bus of a capacity of at least 15 Ton as per design of Bus shall also be supplied.	
Section 13: Air Conditioning		
a	Air Conditioning Capacity	Inside temperature should be maintained throughout the bus up to a maximum of 25 degree Celsius in fully laden condition during external atmospheric temperature of 50 degree Celsius
b	Heating System	Inside temperature for passengers should be maintained up to 25 degree Celsius during external atmospheric temperature of -8 degree Celsius
C	Performance	High cooling performance and air flow volume by installing a highly efficient evaporator and condenser with low air flow resistance.
d	Design	Slim and curved design creating a smooth integration of the A/C system into the bus.
		Wide design ensures smooth flow of cool air directly into the ducting inside the bus, eliminating the need for sub-ducts
e	Fuel Efficient system	Fuel saving by increased refrigeration cycle efficiency with the new multi-flow condenser and designed for improved air intake
Section 14: Electronic /Instrument panel /CCTV features /LED board /E-ticketing system/ Spare parts		

A	Instrument Panel	Aesthetically designed instrument panel should consist of Speedo meter with KM counter, Air pressure gauges, Flashing-side indicators and switch, warning lamp for low air-pressure, warning lamp/buzzer for discharging of batteries, starter switch, dipper switch, Ammeter, Temperature gauge, Engine oil pressure gauge, Engine RPM Meter etc.,
B	Electronics/Telematics/VTS requirement	The bus architecture may be compatible with ITS and Vehicle Tracking System (VTS).
C	LCD	The vehicle should have 22" LCD to display Documentary and sound system for Commentary option from Tourist Guide
D	Destination Boards	The vehicle should have three (front, rear, side) electronic route destination boards - LED based (day light viewable) with PC interface or equivalent. Matrix size (Minimum): 128x16 at front, 96x16 on side and rear.
E	Stop Buttons	Electronic stop buttons at least on every alternate handrail vertical pipe support.
F	CCTV system	7" LCD screen on instrument panel connected with close circuit camera, one to see the rear view.
G	E-Ticketing system	PC interface /compatible with RFID validators & writers
H	E-Ticketing wiring	Wiring for E-ticketing Validator /RFID at both the entrance doors
I	Spare tires	Minimum one spare tire requirement for intra city buses
<b>Section 15: Convertible Covering Option</b>		



A	Convertibility option	<p>Aesthetically designed should Automatic retractable roof with Pneumatically/Mechanically operated motors and switch for driver to operate roof of bus in case of rain. When roof is closed along with side drops bus should be completely air tight and sealed.</p>
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## **Annex – D: Bidding Document to Be Filled**

### **Checklist of the Documents to be submitted for Technical Evaluation**

<b>Sr. No</b>	<b>Document</b>	<b>Please Tick if Attached</b>
1	Performa A - Manufacturer Experience	
2	Performa B - Number of Buses Bid For	
3	Performa C - Establishment of Assembly Plant	
4	Performa D - Supply Timeline	
5	Performa E - List of Satisfied Clients	
6	Performa F - Annual Sales (Latest Audited Financials)	
7	Performa G - Net Worth As Per Audited Report	
8	Price Schedule for Buses	
9	Undertaking	
10	Power of Attorney for the Bid Signatory	

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

**Note: The other documents mentioned in section 5 will also be furnished along with bid documents**

## Performa A - Manufacturer Experience

**Max: 10 Points**

Select appropriate box, use tick in one box			
One point will be awarded for each supply order. A maximum of 10 points can be achieved for 10 or more orders.			
No. of Supply Orders	Allocated Points	Tick One Box Below	Points Awarded (To be Filled By TDCP)
One	1		
Two	2		
Three	3		
Four	4		
Five	5		
Six	6		
Seven	7		
Eight	8		
Nine	9		
Ten or above	10		
Total Points Scored			

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

**Performa B - Number of Buses Bid For**

**Max: 20 Points**

**Bus Brand:** \_\_\_\_\_

**Bus Make:** \_\_\_\_\_

State number of buses to be supplied	
Maximum points will be given to the vendor for supplying maximum number of similar buses. Points to be awarded based on the following formula= $(B/M) \times \text{Maximum Points}$ , where B= Number of satisfied letters issued by clients, M= Maximum number of letters required (Five 5).	
Maximum Number of Buses To be Supplied	
Total Points Scored <i>(To be filled by TDCP)</i>	

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

**Note: Brochures / specification documents of quoted buss to be attached with said Performa**

## **Performa C - Establishment of Maintenance**

### **Assembly Max: 10 Points**

Foreign investors (manufacturers/suppliers) shall establish maintenance workshop in the Rawalpindi or in Islamabad, within a time period of 6 month from the award of contract. A financial plan and timeline must be furnished along with bid documents for setting up of assembly plant. The plans will be made part of the contract.

<b>Please tick the appropriate box below</b>		
<b>Local Company Bid to Supply Buses</b>	<b>Foreign Company Bid To Supply Buses and Commitments to Establish Maintenance workshop within 6 months in Rawalpindi or Islamabad will qualify for 10</b>	<b>Foreign Company Bid to Supply but do not intend to establish Maintenance workshop will not get any points from this category.</b>
Total Points Scored <i>(To be filled by TDCP)</i>		

**Plan to establish plant:** *(To be submitted by Bidder)*

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

## **Performa D - Supply Timeline**

**Max: 30 Points**

The TDCP anticipated delivery timeline is shown in table

<b>Sr.No</b>	<b>Buses to be Supplied  (II)</b>	<b>Delivery Time TDCP  (III)</b>	<b>Delivery Dates by the Supplier/ Manufactuer  (IV)</b>	<b>Max. Points to be awarded  (V)</b>	<b>Points Scored  <i>(To be filled by TDCP)</i></b>
<b>1</b>	<b>10</b>	<b>4 Months</b>		<b>30</b>	
<b>2</b>	<b>10</b>	<b>5 Months</b>		<b>20</b>	

\* Minimum 10 buses to be ensured for first batch and bidding.

\_\_\_\_ (Seal)  
(Signature of Authorized Signatory)  
(Name, Title, Address, Date)

**Performa E –**

**List of similar orders Clients**

**Max: 10 Points**

**Please attach documentary proof against each point claimed**

<b>Select appropriate box, use tick in one box</b>			
<b>One point will be awarded for each similar supply order. A maximum of 10 points can be achieved for 5 or more same orders.</b>			
<b>No. of Supply Orders</b>	<b>Allocated Points</b>	<b>Tick One Box Below</b>	<b>Points Awarded (To be Filled By TDCP)</b>
One	1		
Two	2		
Three	3		
Four	4		
Five or more	5		
Total Points Scored (To be Filled By TDCP)			

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)



**Performa F - Annual Sales (Latest Audited Financials)****Max: 10 Points**

Select appropriate box, use tick in one box.			
Amount in PKR	Allocated Points	Tick One Box Below	Points Awarded (To be Filled By TDCP)
Over PKR 5 billion or equivalent foreign currency	10		
PKR 4 billion and above	8		
PKR 3 billion and above	6		
PKR 2 billion and above	4		
Total Points Scored (To be Filled By TDCP)			

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

## Performa G – Net Worth As Per Audited Report

**Max: 10 Points**

Select appropriate box, use tick in one box.			
Amount in PKR	Allocated Points	Tick One Box Below	Points Awarded (To be Filled By TDCP)
PKR Greater or Equal to Rs. 500 Million	10		
PKR Greater or Equal to Rs. 450 Million but less than Rs. 500 Million	8		
PKR Greater or Equal to Rs. 400 Million but less than Rs. 450 Million	6		
PKR Greater or Equal to Rs. 350 Million but less than Rs. 400 Million	4		
Total Points Scored (To be Filled By TDCP)			

\_\_\_\_\_ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

## **Annex - F**

### **Bid Bond**

### **BID BOND**

TDCP

Government of the Punjab  
151 Abu Bakar block,  
New garden town, Lahore  
Pakistan

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

Dear Sir, in consideration of \_\_\_\_\_

Hereinafter called "THE BIDDER" having submitted the accompanying Bid and in consideration of value received from (the Bidder above) we hereby agree to undertake as followings:

1. To make unconditional payment of Rupees \_\_\_\_\_ upon your written demand without further recourse, question or reference to the BIDDER or any other person in the event of the withdrawal of the aforesaid Bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 60 days after the said opening or if the Bidder having been notified of the acceptance of his Bid by the purchase during the period of Bid validity:

a) Fails or refuses to execute the Contract in accordance with the instructions to Bidders.

OR

b) Fails or refuses to furnish Performance Bond in accordance with the Instructions to Bidders.

2. To accept written intimations(s) from you as conclusive and sufficient evidence of the existence of a default of non-compliance as aforesaid on the part of the BIDDER and to make payment accordingly within 3 (three) days of receipt of the written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments here under.

4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

Yours faithfully

(BANKERS)

**Annex - G**

**Performance Guarantee**

## **PERFORMANCE BANK GUARANTEE**

TDCP

Government of the Punjab  
151 Abu Bakar block, new  
garden town, Lahore  
Pakistan

Dear Sir,

Ref; our Bank Guarantee No. \_\_\_\_\_ in the sum of  
\_\_\_\_\_ Account \_\_\_\_\_  
\_\_\_\_\_ in consideration of you having entered into agreement No.  
\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ with \_\_\_\_\_ called Manufacturer /  
Supplier and in consideration for value received.

From the Manufacturer / Supplier we hereby agree and undertake as followings:

- i. To make unconditional payment to you as called upon of (10%) TEN percent of the value of the contract price mentioned in the said contract, on your written demand(s) without further recourse, question or reference to Manufacturer/ Supplier or any other person in the event of default, non-performance or non-fulfillment by (Manufacturer / Supplier) of his obligations, liabilities, responsibilities under the said contract of which you shall be the sole judge.
- ii. To accept written intimation from you as conclusive and sufficient evidence of the existence of the default or breach as aforesaid on the part of (Manufacturer / Supplier) and to make payment accordingly within 3 (three) days of receipt thereof.
- iii. To keep this guarantee in full force from the date hereof until 30 (thirty) days from the date of delivery of buses in Islamabad.

iv. That no grant of time or other indulgence to, amendment in the terms of the Contract by Agreement between the parties, or imposition or Agreement with (Manufacturer / Supplier) in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.

v. This Guarantee shall be binding on us and our successor's interest and shall be Irrevocable.

vi. This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the (Manufacturer / Supplier).

(BANKER)



**Annex - H**

**Integrity Pact**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: *[To be filled in at the time of signing of Contract]*  
Contract Title: \_\_\_\_\_

..... [Name of Supplier] 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 Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its

corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

**[Seal]**

**[Seal]**

## **Annex - I**

### **Method of Assuring Buses Quality**

## **METHOD OF ASSURING BUSES QUALITY**

[The Bidder is required to submit a narrative outlining the method of assuring buses quality.

The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
2. The procedures for transportation of buses to delivery site.
3. Quality Plan

## **Annex- J**

### **Pre-Shipment Inspection Module**

## **PRE-SHIPMENT INSPECTION MODULE**

- Bus Brand
- Bus Make
- Engine\_\_\_\_\_HP;
- Complete electrical system audit;
- Dimensional requirements audit;
- Seating capacity;
- Water test;
- Water runoff test for A.C;
- Heating System;
- All Function test of systems/subsystems and components;
- Sound/noise level tests;
- Vehicle top speed;
- Acceleration tests;
- Brake stop tests;
- Airflow tests for A.C;
- PA function tests;
- Air/brake system audit;
- Individual axle weight;
- Standee capacity;
- Body deflection tests;
- Silent alarm function test;
- Interior lighting;
- Exterior lighting;
- Gradability test;
- HVAC pull down/ heat;
- Speedometer;
- Outside air infiltration (smoke);
- Automatic Retractable Roof Test;
- Engine performance qualification:

This test shall be jointly conducted by the Manufacturer / Supplier and engine manufacturer (including but not limited to charge air cooler performance, air to boil test, loss of coolant, fuel system electrical inputs and engine protection system).

- Transmission performance qualifications:  
This test shall be jointly conducted by the Manufacturer/ Supplier and transmission manufacturer (including but not limited to retarder operation, heat exchanger, interface with ABS and electrical inputs).
- Road Test with Maximum Load.
- Ramp Riding Test with full load.
- Turning radius test with full steering.



**Annex - K**

**WARRANTY DETAILS**

## **WARRANTY DETAILS**

### **Manufacturer / Supplier Warranty:**

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Manufacturer / Supplier. Consistent with this requirement, the Manufacturer / Supplier warrants and guarantees to the TDCP each complete bus and specific sub-systems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

### **Complete Bus:**

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and related Defects for one (1) year or 100,000 kms, whichever is later, beginning on the date of revenue service but not longer than fifteen (15) days after acceptance under "Inspection, Testing and Acceptance." The warranty is based on regular operation of the bus under the operating conditions prevailing in the TDCP's locale.

### **Body and Chassis Structure:**

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for one (1) year or 100,000 kms, whichever is later.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of five (5) years or 500,000 km, whichever comes first.

### **Propulsion System:**

Propulsion system components, specifically the engine, transmission or drive motors, generator and drive and non- drive axles shall be warranted to be free from Defects and Related Defects for the standard one year or 100,000 kms, whichever comes first.

An Extended Warranty to a maximum of five years or 500,000 kms, whichever comes first, may be purchased at an additional cost. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

### **Emission Control System (ECS):**

Manufacturer/ Supplier warrant the emission control system for five years or 500,000 kms, whichever is later. The ECS shall include, but is not limited to, the following components:

- Complete exhaust system, including catalytic converter (if required)
- After-treatment device
- Components identified as emission control devices

### **Subsystems:**

Other subsystems shall be warranted to be free from Defects and Related Defects for one year or 100,000 kms, whichever is later. Other subsystems are listed below:

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster
- Heating System
- Door systems: Door operating actuators and linkages.
- Air compressor
- Automatic Retractable Roof
- Air dryer
- Starter
- Alternator: Alternator only and does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and
- Extinguishing agent dispensing system
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Engine cooling systems: Radiator including core, tanks and related
- Framework, including surge tank.
- Transmission cooler
- Passenger seating excluding upholstery
- Fuel storage and delivery system
- Surveillance system including cameras and video recorders

#### **Extended Warranty:**

DoT requires the following additional subsystems to be warranted to be free from Defects and Related Defects for one year or 100,000 kms, whichever comes first.

#### **Serial Numbers:**

Upon delivery of each bus, Manufacturer / Supplier shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- engine
- transmission
- alternator
- starter
- A/C compressor and condenser/evaporator unit
- drive axle
- power steering unit
- fuel cylinders (if applicable)
- air compressor

Manufacturer / Supplier shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the TDCP prior to delivery of the first production bus.

**Extension of Warranty:**

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

**Voiding of Warranty:**

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Manufacturer / Supplier -provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the TDCP fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Manufacturer / Supplier 's maintenance manuals and if that omission caused the part or component failure. TDCP shall maintain documentation, auditable by the Manufacturer / Supplier, verifying service activities in conformance with the Manufacturer / Supplier's maintenance manuals.

**Exceptions and Additions to Warranty**

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the TDCP

Should the TDCP require the use of a specific product and has rejected the Manufacturer / Supplier 's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the TDCP. This product will not be eligible under "Fleet Defects," below.

Manufacturer / Supplier shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

**Pass-Through Warranty:**

Should the Manufacturer / Supplier elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Manufacturer / Supplier shall request this waiver.

Manufacturer / Supplier shall state in writing that the TDCP's warranty reimbursements will not be impacted. The Manufacturer / Supplier also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Manufacturer / Supplier may request approval from the TDCP to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the TDCP. Otherwise, the Manufacturer / Supplier shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Manufacturer / Supplier.

**Superior Warranty:**

The Manufacturer / Supplier shall pass on to the TDCP any warranty offered by a component Supplier that is superior to that required herein. The Manufacturer/ Supplier shall provide a list to the TDCP noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Manufacturer / Supplier.

**Fleet Defects Occurrence and Remedy:**

A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. For the purpose of Fleet Defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order; the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

The Manufacturer / Supplier shall correct a Fleet Defect under the warranty provisions. After correcting the Defect, the TDCP and the Manufacturer / Supplier shall mutually agree to and the Manufacturer / Supplier shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Manufacturer / Supplier shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. TDCP may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. Manufacturer / Supplier shall be responsible to furnish, install and replace all defective units.

**Exceptions to Fleet Defect Provisions:**

The Fleet Defect warranty provisions shall not apply to TDCP supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

**Repair Procedures / Repair Performance:**

Manufacturer/ Supplier is responsible for all warranty-covered repair Work. To the extent practicable, the TDCP will allow the Manufacturer/ Supplier or its designated representative to perform such Work. At its discretion, the TDCP may perform such Work if it determines it needs to do so, based on transit service or other requirements. Such Work shall be reimbursed by the Manufacturer / Supplier.

**Repairs by the Manufacturer / supplier:**

If the TDCP detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Manufacturer / Supplier's designated representative. Manufacturer / Supplier or its designated representative shall, if requested, begin Work on



warranty-covered repairs within five calendar days after receiving notification of a Defect from the TDCP. The TDCP shall make the bus available to complete repairs timely with the Manufacturer / Supplier's repair schedule.

The Manufacturer / Supplier shall provide at its own expense all spare parts, tools and space required to complete repairs. At the TDCP's option, the Manufacturer / Supplier may be required to remove the bus from the TDCP's property while repairs are being affected. If the bus is removed from the TDCP's property, repair procedures must be diligently pursued by the Manufacturer / Supplier's representative.

**Repairs by the DoT Parts Used:**

If the TDCP performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Manufacturer / Supplier specifically for this repair. At its discretion, the TDCP may use Manufacturer / Supplier -specified parts available from its own stock if deemed in its best interests.

**Manufacturer / Supplier -Supplied Parts:**

The TDCP may require that Manufacturer / Supplier supply parts for warranty-covered repairs being performed by the TDCP. Those parts may be re-manufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped pre-paid to the TDCP from any source selected by the Manufacturer / Supplier within fourteen (14) days of receipt of the request for said parts and shall not be subject to a TDCP handling charge.

**Defective Component Return:**

Manufacturer / Supplier may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Manufacturer / Supplier. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

**Failure Analysis:**

Manufacturer / Supplier shall, upon specific request of the TDCP, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

**Reimbursement for Labor and Other Related Costs:**

The TDCP shall be reimbursed by the Manufacturer / Supplier for labor. The amount shall be determined by the TDCP for a qualified mechanic at a straight time wage rate of Rs. 500 per hour, which includes fringe benefits and overhead adjusted for the TDCP's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the TDCP's service garage at the time the Defect correction is made.

**Reimbursement for Parts:**

TDCP shall be reimbursed by the Manufacturer / Supplier for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Manufacturer / Supplier and shipped to TDCP.

**Reimbursement Requirements:**

Manufacturer / Supplier shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the TDCP submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The TDCP may dispute rejected claims or claims for which the Manufacturer / Supplier did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dis-positioned.

**Warranty after Replacement/Repairs:**

If any component, unit or subsystem is repaired, rebuilt or replaced by the Manufacturer / Supplier or by the TDCP with the concurrence of the Manufacturer / Supplier, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Manufacturer / Supplier -provided or authorized parts are not used for the repair, unless the Manufacturer / Supplier has failed to respond within five days, in accordance with "Repairs by the Manufacturer / Supplier."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Manufacturer / Supplier or on the date the Manufacturer / Supplier provides all parts to the TDCP.

**Warranty Processing Procedures:**

The following list represents requirements by the Manufacturer / Supplier to the TDCP for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- manufacturer / Supplier part number and description
- component serial number
- description of failure
- all costs associated with each failure/ repair (invoices may be required for third-party costs):
  - i. towing
  - ii. road calls
  - iii. labor
  - iv. materials
  - v. parts
  - vi. handling
  - vii. troubleshooting time