



**REQUEST FOR PROPOSALS (RFP)
BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE PROJECT
(INFRASTRUCTURE DEVELOPMENT)
VOLUME I: INSTRUCTIONS TO BIDDERS**



**Sindh Mass Transit Authority
Transport & Mass Transit
Department
Government of Sindh**

February 2018

**VOLUME I: REQUEST FOR PROPOSAL
BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE
(INFRASTRUCTURE DEVELOPMENT) PROJECT**



REFERENCE: BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE (INFRASTRUCTURE DEVELOPMENT PROJECT

Dear Bidder,

The SINDH MASS TRANSIT AUTHORITY, TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH (“**AUTHORITY**”), with assistance from the PUBLIC PRIVATE PARTNERSHIP (PPP) UNIT FINANCE DEPARTMENT, GOVERNMENT OF SINDH hereby invites proposals from Bidders.

The Authority has received an unsolicited proposal to design, build, finance, operate, maintain and transfer of the Project under PPP mode. The unsolicited proposal has been evaluated and accepted in accordance with Section 20 of the Sindh Public Private Partnership Act 2010 (as amended from time to time) and Rule 15A of the Sindh Public Procurement Rules 2010 (as amended from time to time).

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this RFP.

This RFP sets out, *inter alia*, the process of selecting a Preferred Bidder that will, pursuant to a Concession Agreement to be entered into between the Authority and the Concessionaire, design, build, finance, operate and transfer the Project which means the:

- Development of approximately 10.1 kilometre long dedicated corridor from Gurumandir to Al-Asif Square.

The Project Corridor (refer to location plan for approximate location) is more particularly described and indicated in the Schedule F (Project Site) of Draft Concession Agreement (Volume II). It is to be noted that the length of the Project Corridor is tentative at this stage and the exact length shall be determined at the detailed design stage.

The Project (including the ownership of the Concession Assets), shall be handed over to the Authority in accordance with the Draft Concession Agreement.

In order for a Proposal to be evaluated by the Technical and Financial Evaluation Committee, the Bidders must meet all of the eligibility requirements stated herein.

The key tentative dates (as may be extended by the Authority in its discretion) in this stage of the selection process are as follows:

Issuance of RFP (the Issuance Date)	February 08, 2018
Submission of written comments on RFP	Issuance Date +7 days
Pre-Bid Conference	Issuance Date+12 days
Response of Comments on the RFP	Issuance Date+18 days
Submission of Proposal (the Proposal Deadline Date)	01:00 pm PST on March 13, 2018
Selection of Preferred Bidder	Proposal Deadline Date+20 days

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Concession Agreement signing (the Signing Date)	Proposal Deadline Date +50 days
Financial Close	Within 180 days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Construction Start Date)	180 Days from Signing Date
Anticipated end of construction (the Substantial Completion Date)	24 months from the Construction Start Date
Anticipated expiry of Concession Agreement & handover of facilities	25 years from the Substantial Completion Date

Each Bidder shall submit only one Proposal including one original technical proposal and one original financial proposal and four (4) hard copies of each, with one soft copy (on CD/ DVD/USB) – including the Financial Model in ‘Excel’ spreadsheet – and shall submit other supporting documents and forms, as identified in this RFP, no later than **13:00 hours PST** by the Proposal Deadline as per the guidelines given in the Data Sheet.

We would like to thank the Bidders for their interest in this important Project.

BASIC ELIGIBILITY CRITERIA

Moreover, we would request them to evaluate themselves under the “BASIC ELIGIBILITY CRITERIA” set-out at **ANNEXURE A** as ineligibility with the same would make the Proposal non-compliant.

All Proposals must be submitted, as per the instructions provided in this RFP, to:

ATTENTION : **MANAGING DIRECTOR, SINDH MASS TRANSIT AUTHORITY**
TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS : Office No. 201, 2nd Floor, The Plaza, Plot No. G-7, Block-9, KDA Scheme 5, Kehkashan, Karachi, Pakistan.

TELEPHONE : (92) (21) (99250485)

Sincerely,

PROJECT DIRECTOR, BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE (INFRASTRUCTURE DEVELOPMENT) PROJECT
PHONE: +(92) (21) (35865392)

ADDRESS: F-34/1, BLOCK 7, NEAR TEEN TALWAR, CLIFTON, KARACHI, PAKISTAN.



IMPORTANT NOTICE / DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Proposal for participation in the competitive bidding process to design, finance, build, operate and transfer the Project which means approximately 10.1 kilometre long dedicated corridor from Gurumandir to Al-Asif Square. Please refer to the location plan more particularly described and indicated in the **SCHEDULE F (Project Site)** of Draft Concession Agreement (Volume II) for further reference. It is to be noted that the length of Project is tentative at this stage and the exact length shall be determined at the detailed design stage.

This RFP is being issued by the Authority, with assistance from the PPP Unit, Finance Department, Government of Sindh, solely for use by prospective Bidders in considering the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this RFP.

The Proposals will be evaluated by the TFEC constituted in accordance with the Applicable Laws. None of the above entities (including, *inter alia*, the Authority, the PPP Unit, Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project. Any Proposal submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Proposal/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this RFP and has verified all the information received from the Authority (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

Any Proposal/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid/Proposal in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP, scope of the Project, the Project Requirements, the Applicable Standards, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Concession Agreement. The Authority (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidders shall have no claim whatsoever against the Authority in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on the part of the Authority that a Concession will be awarded.



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GLOSSARY

TERM	MEANING
AASHTO	American Association of State Highway and Transportation Officials.
Activities	All activities of the Private Partner (Concessionaire) and/or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Concession Agreement.
Annuity Payments	<p>The annual payment starting from first year of operations that the Authority has to make to the Concessionaire on a semi-annual basis against satisfactory services rendered under the Concession Agreement that shall constitute:</p> <ul style="list-style-type: none"> a) the agreed operations & maintenance expense for that period; b) the debt payment amount for that period (including the Principal repayment and interests payment); c) the agreed amount for that period to fulfil the equity return; and d) applicable taxes for that period.
Authority	Sindh Mass Transit Authority, Transport & Mass Transit Department, Government of Sindh. ("GoS")
Anticipated Expiry Date	The date on which the Concession and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 25 th yearly anniversary of the Substantial Completion Date.
Applicable Laws	All applicable laws, promulgated or brought into force and effect by the Government of Sindh or the Government of Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record.
Applicable Standards	Has the meaning ascribed thereto in the Draft Concession Agreement.
ASTM	American Society for Testing Materials.
Authority Transaction Advisor	The transaction advisor(s) engaged and retained by the Authority in respect of the Project.



TERM	MEANING
Authority Transaction Advisory Fee	Has the meaning ascribed thereto in Section 1.18.2 of this RFP.
Benchmark Interest Rate	The benchmark rate for loans used by a Bidder in developing its financial proposal. It must represent an interest rate for financing in Pakistan, i.e., KIBOR, for a specified term. The Benchmark Interest Rate must be expressed as a percentage to two decimal places and be independently verifiable.
Bid(s)	Any and all proposals and bids submitted by the Bidders as a response to this RFP, that are prepared and submitted in accordance with this RFP and are in compliance of the same.
Bid Price	Means the aggregate of present value of Annuity Payments and equity contribution required from the Authority, as submitted by the Bidder in the Bid
Bid Validity Period	The period of one hundred and twenty (120) days starting from the Proposal Deadline.
Bidder	An enterprise or consortium that submits a Proposal in response to this RFP in accordance with the PPP Act and Sindh Public Procurement Rules.
Bidder's Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
BRT	Means bus rapid transit.
Business Day(s)	Shall mean any day which is not a public holiday and on which banks are open for business in Karachi.
Change in Ownership And/Or Control	Any issuance, sale, transfer, conveyance, disposal or any event, transaction, arrangement, Encumbrance or agreement of any nature that results in or may result in: (a) the issuance and/or transfer of any Class A Share to any Person other than the Preferred Bidder (and in case the Preferred Bidder is a Consortium, the members of the Consortium (collectively)); and/or



TERM	MEANING
	<p>(b) the transfer of direct and / or indirect, legal and/or beneficial ownership of any shares, or securities convertible into shares, that causes or may cause the sale, transfer, conveyance or disposal of the Preferred Bidder's (and in case the Preferred Bidder is a Consortium, the members of the Consortium (collectively)) legal and/or beneficial ownership, direct or indirect, in the total (or any part thereof) paid up and outstanding Class A Shares of the Concessionaire; and/or</p> <p>(c) the Preferred Bidder (and in case the Preferred Bidder is a Consortium, the members of the Consortium (collectively)) (either individually and/or collectively) losing the power to direct the management, policies and decisions, in each case, of the Concessionaire.</p>
Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Class A Shares	Has the meaning ascribed thereto in the Draft Concession Agreement.
Concession Assets	Has the meaning ascribed thereto in the Draft Concession Agreement.
Commencement Date	Has the meaning ascribed thereto in the Draft Concession Agreement.
Commitment Form	The commitment form, in form and substance as attached to this RFP as ANNEXURE F .
Compliant Proposal	<p>Any Proposal that:</p> <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in Section 2.6; (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Proposal specified in this RFP; (iii) meets the requirements of the RFP sufficiently and in such a manner that the Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of this RFP;



TERM	MEANING
	<p>(iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete such that, if the TFEC decides that the Proposal is compliant, the Financial Close, based on that Proposal, could occur within the timeframe specified in the RFP; and</p> <p>(v) meets all criteria and requirements stipulated in the RFP.</p>
Concession	Has the meaning ascribed thereto in the Draft Concession Agreement.
Concession Agreement	The agreement entitled “Concession Agreement” to be entered into between the Authority and the Concessionaire that sets forth the detailed terms and conditions for the grant of the Concession to the Concessionaire and contains, among other things, the Technical Specifications for the design, construction, operations, maintenance and transfer components of the Project; the scope of the services to be provided by the Concessionaire and its obligations; the end of term requirements and other commercial terms.
Concession Period	<p>The period commencing from the date of execution of the Concession Agreement and ending on the date falling on the earlier of:</p> <p>(i) 25 years following the Substantial Completion Date; and</p> <p>(ii) termination of the Concession Agreement.</p>
Concessionaire	The SPV to be established and incorporated under the laws of Pakistan by the Preferred Bidder for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI. The Concessionaire shall be the entity that will enter into the Concession Agreement with the Authority.
Conflict of Interest	Has the meaning ascribed thereto in Section 1.13 (<i>No Conflict</i>).
Consortium	A Bidder comprised of a group of two or more enterprises formed to submit a Proposal and, if applicable, to carry out the Concession.
Consortium Power of Attorney	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as ANNEXURE E to Volume 1 of this RFP.
	The first demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least ‘A+’ as rated by JCR VIS



TERM	MEANING
Construction Performance Security	or an equivalent rating by PACRA) acceptable to the Authority, in the form of a demand guarantee or a standby letter of credit, guaranteeing the payment to the Authority of an amount equal to one percent (1%) of the Pre Estimated Project Cost for the circumstances set out in the Draft Concession Agreement, in the form of the instrument attached to the Draft Concession Agreement as Schedule L (<i>Form of Construction Performance Security</i>).
Consultation and Selection Process / Competitive Selection Process	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Conferences; issuance of a draft or revised version(s) of the Draft Concession Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the Authority; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the Draft Concession Agreement.
Contractor	The engineering, construction, supply contractor engaged by the Private Partner/ Concessionaire for the construction of the Project.
Data Sheet	Has the meaning ascribed thereto in Section 2 .
DFBOT	Design, finance, build, maintain, operate and transfer.
Defect Liability Period	The period commencing on the Substantial Completion Date and expiring on the date falling twenty-four (24) months following the Substantial Completion Date.
Draft Concession Agreement	Volume 2 of this RFP, titled as the “DRAFT CONCESSION AGREEMENT.”
Effective Date	Has the meaning ascribed thereto in the Concession Agreement.
Equity	An interest representing a right of ownership in the Company incorporated to undertake the Project. This includes amounts invested upon the incorporation of or subsequently during the life of the Concession. Refer to the detailed definition in the Draft Concession Agreement.
Equity Internal Rate of Return	Projected blended rate of after-tax return of the Class A Shares equity. This rate is nominal and takes into account the income tax of the Concessionaire.
Escalable Items	Has the meaning ascribed thereto in the Draft Concession Agreement.



TERM	MEANING
Final Project Construction Completion Certificate	The date on which the certificate of final completion “Completion Certificate” is issued by the Independent Engineer (IE) to the Concessionaire as defined in the Concession Agreement.
Financial Close	Stage in a financial agreement where conditions of the Financing agreements and the Concession Agreement have been satisfied or waived, documents executed, and drawdowns become permissible that is the use of funds may begin
Financial Model	The financial model submitted by the Bidder as part of its Proposal that meets the requirements of ANNEXURE C (<i>Main Components of the Financing Plan and the Financial Model</i>).
Financing Instruments	Any contract that creates a financial liability or equity instrument.
First Major Maintenance	Has the meaning ascribed thereto in the Draft Concession Agreement.
GoS Agreements	Has the meaning ascribed thereto in the Draft Concession Agreement.
GoS Representative	Project Director (as appointed by the Authority), Bus Rapid Transit System (BRTS) Blue Line (Infrastructure Development) Project
Green Line	21 km Bus Rapid Transit System (“BRTS”) – Green Line (“Green Line”) from Surjani Town to Municipal Park
Independent Auditor	Has the meaning ascribed thereto in the Draft Concession Agreement.
Independent Engineer	Has the meaning ascribed thereto in the Draft Concession Agreement.
Initial Financing	<p>The financing (equity and debt) proposed to be put into place at the time of the Financial Close, which is sufficient for at least:</p> <ul style="list-style-type: none"> • carrying out all of the design and construction works relating to the Project; and • achieving the Substantial Completion Date,



TERM	MEANING
	in each case, in accordance with the terms and conditions set forth in the Draft Concession Agreement.
Insurance(s)	Has the meaning ascribed thereto in the Draft Concession Agreement.
Integrity Pact	The instrument entitled 'Integrity Pact' as attached to this RFP as ANNEXURE I , duly signed by the Authority and the Bidder.
Joint Bidding Agreement	An agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding / ownership equity commitment(s), in terms of Section 3.1.1 (b) of this RFP.
Key Individual	<p>An individual who holds one of the following positions for a Bidder:</p> <ul style="list-style-type: none"> • Project director; • Assistant project director; • Person in charge of structure design; • Person in charge of construction; • Person in charge of operations and maintenance; • Person in charge of design, construction, and operation; • Person in charge of structuring the financing; and any other individual designated as Key Individual by a Bidder.
Lead Member	Any member of the Consortium that leads the Consortium throughout the Project and liaises between the Authority and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding of Agreement.
Lenders	<p>Some or all of the individuals or legal persons who are participating or committed to participating in financing the Private Partner's Activities, whether in the form of loans, or other financing instruments. These shall include:</p> <ul style="list-style-type: none"> • a bank or bank syndicate; • investors who purchase or agree to purchase debt securities with their own funds or funds under management.



TERM	MEANING
Letter of Intent / LOI	Has the meaning ascribed to it in Section 1.6.7
Loan	A contract for valuable consideration, under which the Private Partner obtains funds from a financier/ lender or permission to use movable assets loaned or temporarily provided by the latter. This includes all borrowings, whether in the form of a bank loan, bonds, Islamic financing etc.
Major Maintenance	Has the meaning ascribed thereto in the Draft Concession Agreement.
Member	An enterprise that is part of a Bidder/Consortium on an exclusive basis and that will invest equity in the Concessionaire, as mentioned by the Bidder in the Joint Bidding Agreement.
Non-Disclosure Agreement	An agreement to be executed by the Bidder / Lead Member of the Consortium, in form as attached as ANNEXURE H of this RFP.
Notice of Selection of the Preferred Bidder	The Authority's notice sent to Preferred Bidder, in terms of Section 1.6.6, following the selection of the Preferred Bidder.
O&M	The operations and maintenance of the Project.
O&M Component	Has the meaning ascribed thereto in the Draft Concession Agreement
O&M Performance Security	The first demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'A+' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Authority, in the form of a demand guarantee or a standby letter of credit, guaranteeing the payment to the Authority of an amount equal to five percent (5%) of the respective year's O&M Component for the circumstances set out in the Draft Concession Agreement, in the form of the instrument attached to the Draft Concession Agreement to be issued not later than seventy-five (75) days after the expiry of Defects Liability Period.
Participant	An enterprise that is part of a Bidder on an exclusive basis and that will not invest Equity in the Concessionaire but will be responsible on behalf of a Bidder for at least one of the following elements:



TERM	MEANING
	<ul style="list-style-type: none"> • 25% of the Concession's design work; • 10% of the Concession's construction work; and • 25% of the Concession's operations and maintenance activities.
PPP	Public Private Partnership.
PPP Act	The Sindh Public Private Partnership Act, 2010 (as amended from time to time).
PPP Unit	The Public Private Partnership Unit of the Finance Department of the Government of Sindh.
Pre-Bid Conference(s)	The conference(s) relating to the queries raised and clarifications sought by the prospective Bidders that are to be held on the dates set out in the Project Schedule.
Pre-Estimated Project Cost	Has the meaning ascribed thereto in the Draft Concession Agreement.
Preferred Bidder	The Bidder selected pursuant to this RFP.
Preferred Bidder's Collaborator	A Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Preferred Bidder's Key Individuals.
Preferred Proposals	Has the meaning ascribed thereto in Section 1.6.6.
Private Partner	<p>Means:</p> <ul style="list-style-type: none"> • the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and issued the LOI for, <i>inter alia</i>, establishment of the Concessionaire for the purposes of entering into the Concession Agreement with the Authority; and • the Concessionaire.
Project	Has the meaning ascribed thereto in the Draft Concession Agreement.



TERM	MEANING
Project Construction Completion Date	The date on which the Final Project Construction Completion Certificate is issued by the Independent Engineer in accordance with the Concession Agreement.
Project Corridor	Has the meaning ascribed thereto in the Draft Concession Agreement.
Project Director	Means the focal person appointed as the GoS Representative.
Project Milestone	Has the meaning ascribed thereto in the Draft Concession Agreement.
Project Schedule	Has the meaning ascribed thereto in Section 1.16
Project Site	Has the meaning ascribed thereto in the Draft Concession Agreement.
Project Requirements	Has the meaning ascribed thereto in the Draft Concession Agreement.
Proposal	A proposal submitted by a Bidder in response to this RFP and containing both technical and financial proposals.
Proposal Deadline	The deadline for the Bidders to submit their Proposals, the same being on or prior to <u>March 13, 2018</u> or any other date specified by the Authority by way of addenda.
Proposal Deadline Date	Means the time by which the Bidders must submit their Proposal in respect of the Project i.e., 01:00 pm PST, March 13, 2018.
RFP / Request for Proposals	This Request for Proposals and all volumes, appendices, and addenda thereto, including: <ul style="list-style-type: none"> • Volume 1 – Instructions to Bidders • Volume 2 – Draft Concession Agreement • Volume 3 – Preliminary Design Drawings
Second Major Maintenance	Has the meaning ascribed thereto in the Draft Concession Agreement.



TERM	MEANING
Security Deposit / Bid Security	The security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Authority (with a minimum rating of 'A+' by JCR VIS or an equivalent rating by PACRA), in form and substance as attached hereto as ANNEXURE D (Bid Security) and in the amounts and conditions specified in Section 3.2 (<i>Bid Security</i>).
Scheduled Substantial Completion Date	The date on which Substantial Completion is required to be achieved, the same being a date not later than 24 months following the Commencement Date.
Signing Date	The date on which the Concession Agreement is executed by and between the Authority and Concessionaire.
SPPRA Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
SPV	Has the meaning ascribed to the term in Section 1.6.7.
Substantial Completion	Has the meaning ascribed to the term in the Draft Concession Agreement.
Substantial Completion Certificate	The certificate to be issued by the Independent Engineer upon achievement of Substantial Completion by the Concessionaire in accordance with the Concession Agreement.
Substantial Completion Date	Has the meaning ascribed thereto in the Draft Concession Agreement.
Technical and Financial Evaluation Committee / TFEC	The technical and financial evaluation committee formed by the Authority in accordance with the Applicable Laws for the purpose of analyzing and evaluating the Proposals.
Technical Specifications	All the features and requirements relating to the Project, as specified in the Draft Concession Agreement and the RFP.
Termination Date	Has the meaning ascribed thereto in Section 4.1.2.
Total Project Cost	The estimated cost of the Project, as specified in the Financial Model and being funded through proceeds of the Initial Financing.

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BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE
(INFRASTRUCTURE DEVELOPMENT) PROJECT**



TERM	MEANING
TOR	Has the meaning ascribed thereto in Section 1.1.18.
Works	Has the meaning ascribed to the term “ <i>Project Works</i> ” in the Draft Concession Agreement.



1. INFORMATION FOR BIDDERS

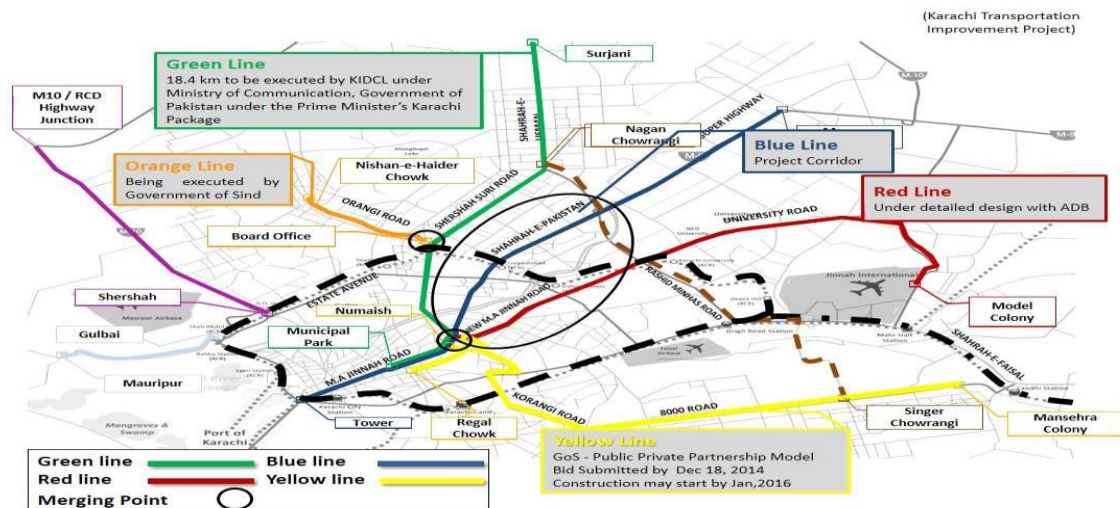
1.1 INTRODUCTION

- 1.1.1** The current population of Karachi stands at approximately sixteen (16) million (as per Pakistan Bureau of Statistics (Census, 2017, Sindh, Table V)) and is projected to be around 22 million in 2030. This rapid increase in population has put immense pressure on the existing infrastructure of the city especially the urban transport system (UTS) which is not yet organized in a modern manner, and therefore barely caters the mobility of Karachi. Limited infrastructure and low level of public services coupled with other factors such as weak traffic management, lack of modern mass transit network, a rapid growth in the motorized traffic especially the private vehicles has been observed during the last two decades resulting in severe traffic congestion and unnecessary delays, noise and air pollution along the main corridors of travel in the city and impeding the economic efficiency and growth.
- 1.1.2** Approximately 10,000 large and mini buses, shared between a multitude of semi-public and private operators, run through the city representing less than 5% of all vehicles plying in the city but carrying more than 40% of all passenger trips. The level of service is, however, very poor worsening congestion, degrading the quality of urban life and impairing road safety. The daily commuters suffer due to longer trip times, inconvenient transport routes and uncomfortable journey experience in the outmoded and poorly maintained public transport vehicles.
- 1.1.3** The implementation of these projects will contribute to develop sustainable urban transport system in Karachi through the delivery of bus rapid transit (BRT) corridors, focusing on accessibility and people's mobility. It will aim at organizing urban growth and public space along the selected corridor through integration of land-use and transport planning (transit-oriented development), making the city more pleasant to live, and providing a holistic solution for integrated urban mobility for Karachi.
- 1.1.4** The Project is envisioned to connect the fast expanding northern suburbs to the CBD in the south joining with Green Line BRT at Gurumandir station. With an estimated daily ridership of around 357,000 commuters, it is among the most heavily travelled corridors with respect to daily commuters in the city as it runs through densely populated areas serving the daily commuters from Sohrab Goth, Abul Hassan Isfahani Road, Federal B Area, Liaquatabad, PIB colony, Martin Quarters and Jehangir Road.
- 1.1.5** There are residential apartments and shopping areas along both sides of the Project Corridor in addition to educational institutions, health care facilities, mosques and social & recreational centres.
- 1.1.6** The Project will be designed for operations of articulated buses running on exclusive busways constructed along the corridor mostly in the central median with a design speed of 60km/hour.
- 1.1.7** The at-grade busways will be 9.0 m wide while the BRT ramps and flyovers will be 9.0 m wide. The width of section will be 20.0 m for the at-grade and elevated stations while the elevated stations (split type) will be 16.60 m wide. The BRT busway ramps connecting the at-grade busways with elevated sections will have gentle slope having a 3.0% to 4.0% max. grade.
- 1.1.8** The bus bays at the stations will have space for stopping of 03 buses at a time and a passing lane for express buses at grade stations not stopping at every station. The platforms on either side of the split type elevated stations will be 4.3 m in width while the at-grade stations will



have 5.6 m wide combined platform in the center. Escalators and elevators will be provided for going to the elevated stations.

- 1.1.9** A minimum vertical clearance of 5.5 m will be provided where the Project Corridor crosses over existing roads.
- 1.1.10** The infrastructure works for the selected route of the Project is 10.1 Km long from Gurumandir to Al-Asif Square. Between Gurumandir and Teen Hatti it has a restricted right-of-way (ROW) due to encroachments on either side of Jehangir road. The encroachments are mostly small shops over spilling on the road and few houses extending out of their limits. Hence, the Project Corridor is elevated from Gurumandir to Teen Hatti with elevated stations (split type) at Gurumandir and Martin Quarters. Just before Teen Hatti flyover, it ramps down to at-grade level up till Dak Khana containing at-grade station (center type) at Teen Hatti with passing lane. A pier of Teen Hatti flyover is located in central median where BRT movement on each side of the pier will require increased ROW at that particular location.
- 1.1.11** The Authority has finalized a route plan for the Project based on the study conducted by Government of Sindh in collaboration with JICA in 2013 whereby a dedicated corridor of 10.1 km will be built from Gurumandir to Al-Asif Square, Karachi.



- 1.1.12** This RFP is being issued as a part of the Competitive Selection Process to invite the Bidders to submit Proposals with the intent to enter into the Concession Agreement for the proposed DFBOT. Further details on the scope of work can be found in Annexure L (*Scope of Work*) of this RFP.
- 1.1.13** The recipients of this RFP are hereby invited to submit a technical proposal and a financial proposal in respect of the services required for the Project given in **Section 2** (the **Data Sheet**).
- 1.1.14** A brief description of the Project and its objectives are given in the Data Sheet. Details are provided in **Section 4** (*Terms of Reference*) (the **TOR**).
- 1.1.15** Bidders are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of



power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. All costs related to the visits to the Project Site shall be borne by the Bidders and, regardless of the Proposal and Competitive Selection Process outcome, the Authority shall not be liable in any manner for any costs incurred as a result of such visit(s).

- 1.1.16** The Bidders will be given the opportunity to discuss their comments and suggested changes to the Draft Concession Agreement and Technical Specifications in the Pre-Bid Conference, as specified in the Data Sheet provided however, no substantial change in the technical parameters and financial aspects would be considered.
- 1.1.17** Based on the comments and suggestions of the Bidders that are acceptable to the Authority in its sole discretion, a revised version of the Draft Concession Agreement and Technical Specifications may be distributed to the Bidders, reflecting the changes that are accepted by the Authority, entirely at the Authority's discretion in accordance with the Applicable Laws, the SPPRA Rules and the PPP Act. In case of any inconsistencies, the order of precedence shall prevail.
- 1.1.18** While the information set out, or referred to, or included by reference in this RFP, has been prepared and included, Authority gives no representation whatsoever that it is comprehensive or that it has been independently verified.
- 1.1.19** Authority does not make any representation or warranty express or implied as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.1.20** Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against Authority with respect to such information.
- 1.1.21** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to **Section 1.1 (Introduction)** of this RFP and, therefore, the submission of Proposals in response to this RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF CONCESSION

- 1.2.1** It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected to become the Preferred Bidder who will then be offered the opportunity to incorporate the SPV in terms of this RFP and the LOI, which SPV shall subsequently enter into the Concession Agreement (as the Concessionaire) for the purposes of the Project.
- 1.2.2** Proposals from the Bidders will be evaluated on the basis of the criteria specified in **Section 2.6 (Evaluation Criteria)**. The Authority intends to select such Bidder as the Preferred Bidder that, *inter alia*, submits a Compliant Proposal with the lowest Bid Price.

1.3 STRUCTURE OF THE RFP



1.3.1 This RFP contains the following three volumes and their respective appendices and schedules:

- a. VOLUME 1: INSTRUCTIONS TO BIDDERS;
- b. VOLUME 2: DRAFT CONCESSION AGREEMENT; and
- c. VOLUME 3: PRELIMINARY DESIGN DRAWINGS

1.4 NO OBLIGATION TO SELECT OR PROCEED

1.4.1 Notwithstanding any other section in this RFP, by submission of a Proposal by a Bidder, such Bidder and the Bidder's Collaborators acknowledges and agrees that:

- a. the Authority may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process without assigning any reason whatsoever; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Proposal that, in the sole opinion of the Authority, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Authority, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever;
- b. the Authority's decision with respect to the compliance or non-compliance of a Proposal is final and binding and that the Authority is in no way obliged to consult the Bidder in making its decisions; and
- c. any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to aforementioned points (a) & (b) above and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.5 COSTS AND EXPENSES INCURRED BY THE BIDDERS

1.5.1 All costs, expenses and liabilities incurred by any Bidder (including all its members of the Consortium, as applicable) in connection with the preparation and submission of the RFP, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the Project Site, engagement of consultants, advisors and contractors etc., and in discussion with the Authority shall be, in each case, borne by the Bidders (including all its Consortium members, as applicable).

1.6 DOCUMENTS

1.6.1 Bidders must prepare and submit their Proposals in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP.

1.6.2 Bidders requiring any clarification regarding the RFP and/or any documents/forms and instruments to be submitted pursuant to the same must notify the Authority, in writing, not later than four (4) Business Days prior to the respective Pre-Bid Conference relating to the RFP



matters. Any request for clarification in writing, or by email, shall be sent to the Authority's address indicated in the Data Sheet. The Authority shall respond in writing or by email to such requests and copies of the response shall be sent to all invited Bidders.

1.6.3 At any time before the submission of Proposals, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify any of the documents listed in the Data Sheet by amendment. The amendment shall be sent in writing or by email to all invited Bidders and shall be binding on them. The Authority may, at its sole discretion, extend the deadline for the submission of Proposals.

1.6.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the Authority should liaise with and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

1.6.5 **SUBMISSION OF THE PROPOSALS**

1.6.5.1 Each Bidder shall submit only one Bid including one original technical proposal and one original financial proposal and four (4) hard copies of each, with one soft copy (on CD/ DVDs/USB) of each, as indicated in **Section 2.1.8** of the Data Sheet.

Each Proposal shall be in a separate envelope indicating the Proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The technical proposal shall be placed in a sealed envelope clearly marked as "TECHNICAL PROPOSAL" and the financial proposal in the sealed envelope clearly marked as "FINANCIAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked as "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE". Any Bidder who submits or participates in more than one Bid will be disqualified.

1.6.5.2 The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the Bidders. The representative's authorization shall be confirmed by a written power of attorney accompanying the Proposals. All pages of the technical and financial proposals shall be initialled by the Bidder's authorized representative and be page numbered. In case of any discrepancy between the original and the copies of the Proposal, the original shall prevail.

1.6.5.3 The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the person or persons signing the Proposal.

1.6.5.4 The completed technical and financial Proposals shall be delivered on or before the time and date stated in the Data Sheet, i.e. on or prior to Proposal Deadline, and the Proposals will be opened at 1400 hours on March 13, 2018.



- 1.6.5.5 The Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the Bidder shall keep available the professional staff proposed for the assignment. The Authority shall make its best effort to complete the procedure at the location stated in the Data Sheet within this period.
- 1.6.5.6 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium.
- 1.6.5.7 The Integrity Pact, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.
- 1.6.5.8 Either a board resolution or an authority letter, authorising the person(s) signing the Proposal / Bid documents on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.

1.6.6 SELECTION OF THE PREFERRED BIDDER AND ANNOUNCEMENT

The TFEC will choose, from among the Compliant Proposals that are technically qualified, and offers the lowest Bid Price (the **Preferred Proposals**), expressed by the present value of the Annuity Payments required by the Bidder as calculated in accordance with Section 3.6 of this RFP.

Once the evaluation of the Proposals is completed, the Preferred Bidder will be announced and a Notice of Selection of the Preferred Bidder will be sent to all Bidders who submitted a Proposal.

1.6.7 FINALIZATION OF THE TRANSACTION

Once the Preferred Bidder is announced, necessary negotiations will take place to finalise the Concession Agreement provided that such negotiations shall not amend or vary financial and technical aspects on which Proposals were invited. After the Preferred Bidder is selected, the Authority shall issue a letter of intent/award (the **Letter of Intent**) to that Preferred Bidder, which shall require that Preferred Bidder to accept the LOI within seven (7) days from its issuance. Issuance of the LOI shall be subject to the necessary approvals and recommendations of the TFEC.

The Preferred Bidder shall, as a key condition of this RFP and the LOI (subsequent to the issuance of the LOI), procure incorporation of a “*special purpose vehicle/company*” (the **SPV**) that shall be a locally registered company incorporated in accordance with the Applicable Laws and such SPV shall be the Concessionaire for the purposes of the Project. The SPV shall, upon incorporation and finalization of the Concession Agreement, enter into the Concession Agreement (*as the Concessionaire*) for the purposes of the Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Construction Performance Security as a conditions precedent to the Concession Agreement.

Each Bidder shall provide a Bid Security with its Bid (as part of the Financial Proposal) and such Bid Security shall be required to be valid for an initial period of twenty-eight (28) days beyond the Bid Validity Period. In case of a Bid being successful and Bidder submitting such



Bid being declared the Preferred Bidder and issued an LOI, the Bid Security shall be replaced with the Construction Performance Security prior to the expiry of the Bid Security.

The Construction Performance Security must be valid from the date of its submission until the date falling ninety (90) days after the expiry of the Defect Liability Period in the amount equal to 1% of the Pre-Estimated Project Cost. The Construction Performance Security must be fully compliant with the format and the requirements provided in the Draft Concession Agreement.

Should the Bidder refuse to sign the final version of the Concession Agreement with the Authority in the agreed upon form and content, the Authority shall be entitled to encash the full amount of the Bid Security and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Construction Performance Security to the Authority at least fifteen (15) days prior to the expiry of the Bid Security the Authority shall be entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS

- 1.7.1** The Authority may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to the Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Concession or Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Consultation and Selection Process. Any addendum will be issued by the Authority in writing and the same will be explicitly identified as an addendum to this RFP. However, if there are substantial changes, then the Authority might rebid the whole project based on SPPRA Rules.
- 1.7.2** Without limiting the scope of Section 1.7.1, even though the Authority intends to name a Preferred Bidder and sign a Concession Agreement, if the Authority fails to receive at least one Compliant Proposal for which all government approvals (excluding the environmental approbations required) have been obtained, the Authority reserves the right to terminate the Consultation and Selection Process.
- 1.7.3** If the Authority terminates the Consultation and Selection Process, the Authority reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the Authority considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's collaborators.
- 1.7.4** In the event that the Authority rejects or annuls all the Proposals, it may, at its discretion, invite all eligible Bidders to submit fresh Proposals or restart the Consultation and Selection Process.
- 1.7.5** The Authority reserves the right to terminate the Consultation and Selection Process. The Authority shall, upon request by any of the Bidders, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.



- 1.7.6** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation And Selection Process*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.8 **NO CONTRACT**

- 1.8.1** No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **ANNEXURE F**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.

- 1.8.2** The Authority and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Proposal submitted in response to it, or from the Consultation and Selection Process.

- 1.8.3** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.9 **NO COLLUSION**

- 1.9.1** By submitting a Proposal, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to the Authority with the knowledge and intention that the Authority may rely on such representation and confirmation that its Proposal has been prepared without collusion or fraud, and is in fair competition with the other Bidders and the Proposals of the other Bidders.

- 1.9.2** The Authority reserves the right to disqualify any Bidder that, in the Authority's opinion, has engaged in collusion in connection with the Project.

1.10 **PROJECT TEAM**

- 1.10.1** The Authority is managing the PPP process and coordinating activities related to engineering, financing, Consultation and Selection Process, legal affairs, communications and the environmental related issues.

- 1.10.2** The Authority will designate a Project Director who will be mandated to oversee the entire work required to be carried out in respect of the Project.

- 1.10.3** Any other person or enterprise that has a contract with the Authority to work on this Project is also ineligible, unless specifically exempted by the Authority. The Authority will inform the Bidders, by way of addenda, of any contracts signed with such persons or enterprises.

1.11 **NO LOBBYING**

- 1.11.1** The Bidders and the firm, corporation or individual members of a Bidder, will not attempt to communicate, directly or indirectly, with any representative of the Authority and/or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by the Authority, or except as may be required and permitted under



another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.

- 1.11.2** The Authority reserves the right to disqualify any Bidder that, in the Authority's opinion, has engaged in lobbying in connection with this Project.

1.12 NO CLAIMS

- 1.12.1** The Authority shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Proposal or participating in negotiations for the Concession Agreement or any other activity related to or arising out of this RFP.

1.13 NO CONFLICT

- 1.13.1** There should be no conflict of interest (the **Conflict of Interest**) of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest till the issuance of the LOI, it shall immediately notify the Authority in writing of such Conflict of Interest and the Authority, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the Authority shall encash and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:

- a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than 1% of its paid up and subscribed capital; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or Technical Specifications of the Project.



1.13.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to this Project during the Competitive Selection Process or subsequent to the:

- (i) issuance of the LOI; or
- (ii) execution of the Concession Agreement.

In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, after issuance of the LOI or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, and without prejudice to any other right or remedy of the Authority (including the encashment and appropriation of the Bid Security or the Construction Performance Security, as the case may be) which the Authority may have thereunder or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same. However, it is to be noted that this section shall remain effective up till Financial Close.

1.13.3 The Authority reserves the right to disqualify any Bidder that in the Authority's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

1.13.4 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*Conflict of Interest*) and therefore the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

1.14 NOT USED

1.15 CONFIDENTIALITY

1.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Competitive Selection Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

1.15.2 All information supplied by the Authority in connection with the RFP, including the documents shared as a part of the data room, shall be treated as confidential and Bidders shall not, without the prior written consent of the Authority, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to the terms of this RFP, the bidding documents shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and



submission of the Proposal in accordance herewith. The Authority will not return any Bid or any information provided along therewith.

- 1.15.3** The RFP and every part of it and all other information provided by or on behalf of the Authority must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Proposal or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Proposal.
- 1.15.4** Bidders shall not at any time release any information concerning the RFP and/or their Proposal and/or any related documents and/or any negotiation and/or any discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Authority.
- 1.15.5** Each Bidder undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.15 (*Confidentiality*).
- 1.15.6** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.15 (*Confidentiality*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.16 PROJECT SCHEDULE

The tentative Consultation and Selection Process schedule (as may be amended by the Authority in its discretion) is as follows:

Issuance of RFP (the Issuance Date)	February 08, 2018
Submission of written comments on RFP	February 16, 2018
Pre-Bid Conference	February 22, 2018
Response of Comments on the RFP	February 28, 2018
Submission of Proposal (the Proposal Deadline Date)	01:00 pm PST on March 13, 2018
Selection of Preferred Bidder	Proposal Deadline Date+20 days
Concession Agreement signing (the Signing Date)	Proposal Deadline Date +50 days
Financial Close	Within 180 days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date



Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Construction Start Date)	180 Days from Signing Date
Anticipated end of construction (the Substantial Completion Date)	24 months from the Construction Start Date
Anticipated expiry of Concession Agreement & handover of facilities	25 years from the Substantial Completion Date

1.17 INSURANCES

- 1.17.1 If a Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidders.

1.18 TRANSACTION ADVISORS & TRANSACTION ADVISORY FEE

- 1.18.1 The Authority has retained the Authority Transaction Advisor for assisting the Authority for developing an effecting framework for the development of the Project and selection of the Concessionaire amongst the Bidders through a fair and transparent competitive bidding process.
- 1.18.2 The Authority Transaction Advisory fee which is 0.3% of the Pre-Estimated Project Cost accrued as a result of their services rendered to the Authority in respect of the Project (**the Authority Transaction Advisory Fees**) shall be payable directly to the Authority Transaction Advisors by the Concessionaire in accordance with the terms of the Concession Agreement (as contemplated in the Draft Concession Agreement).

1.19 FOREIGN EXCHANGE HEDGING

- 1.19.1 In case foreign currency debt and/or equity are contemplated for funding of the Project, the Sindh Foreign Investment Hedging Policy for Public Private Partnership Projects in Sindh of the Finance Department, Government of Sindh should be referred to by the Bidders for preparation of their Proposals.

1.20 FINANCIAL INSTRUMENTS FOR ANNUITY PAYMENTS

- 1.20.1 The Authority shall establish and maintain the financial instruments in accordance with the parameters and requirements provided in the Draft Concession Agreement.



2. DATA SHEET

2.1 INFORMATION FOR BIDDER

2.1.1 THE ASSIGNMENT

The assignment is DFBOT of the Project which is approximately 10.1 kilometre long dedicated corridor starting from Gurumandir to Al-Asif Square.

The Project is more particularly described and indicated in the **SCHEDULE F (Project Site)** of the Draft Concession Agreement (Volume II). It is to be noted that the length of Project is tentative at this stage and the exact length shall be determined at the detailed design stage.

2.1.2 PROJECT DESCRIPTION

The Project involves DFBOT of the Project which is approximately 10.1 kilometre long dedicated corridor starting from Gurumandir to Al-Asif Square

The Project is more particularly described and indicated in the **SCHEDULE F (Project Site)** of Draft Concession Agreement (Volume II). It is to be noted that the length of Project is tentative at this stage and the exact length shall be determined at the detailed design stage. It is currently envisaged that the term of the Concession will be for the Concession Period. The Authority expects the term to include approximately two (2) years of design and construction period and 25 years of operating period – such operating period to commence on the Substantial Completion Date in accordance with the Concession Agreement.

Following the expiry of the Concession Period, ownership of the Project related assets will be transferred to the Authority. The Project will be structured as a Concession Agreement between the Authority and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI). The Concession will be awarded through a Competitive Selection Process open to local and international bidders.

Route Alignment

The infrastructure works for the selected route of the Project is 10.1 kilometre long from Gurumandir to Al-Asif Square. Between Gurumandir and Teen Hatti it has a restricted right-of-way (ROW) due to encroachments on either side of Jehangir road. The encroachments are mostly small shops over spilling on the road and few houses extending out of their limits. Hence, The Project Corridor is elevated from Gurumandir to Teen Hatti with elevated stations (split type) at Gurumandir and Martin Quarters. Just before Teen Hatti flyover, it ramps down to at-grade level up till Dak Khana containing at-grade station (center type) at Teen Hatti with passing lane. A pier of Teen Hatti flyover is located in central median where BRT movement on each side of the pier will require increased ROW at that particular location.

The Project Corridor at Dak Khana intersection is elevated between the two existing bridges at Dak Khana with the aim not to disturb the existing at-grade traffic movements at the intersection. An elevated station (center type) is proposed at Dak Khana near Super Market /



Nairang Cinema. Beyond Dak Khana intersection, it was not possible to accommodate the Project Corridor in central median due to Liaquatabad No. 10 to Karimabad flyover. So the corridor beyond Dak Khana remains elevated in median and then takes on left side of existing Liaquatabad to Karimabad flyover. There are two elevated bus stations (split type) provided at Karimabad and Liaquatabad on left side of the existing bridge. The Project Corridor after passing Liaquatabad to Karimabad flyover is aligned with the central median. Just after aligning with the central median near Karimabad it ramps down to at-grade level with an at-grade station (center type) near Agha Khan School/Ismaili Jamat Khana. The corridor will be elevated for crossing Ayesha Manzil intersection in between the two existing bridges/flyover.

The Project Corridor ramps down just after the Ayesha Manzil intersection in the central median to provide an at-grade station (center type) with passing lane at Ayesha Manzil and Water Pump. After Water Pump station, the Project Corridor is elevated again to cross Water Pump intersection in between the two existing flyovers and then ramps down to at grade station (center type) with passing lane near Yousuf Plaza. Beyond Yousuf Plaza station, an underpass for U-turn is provided for existing traffic movements. The BRT operation will run at-grade in median till Lyari River Bridge near Sohrab Goth.

For the Project Corridor movement towards Al-Asif, a bridge over Lyari River will be constructed, however, for the bus movement from Al-Asif to Sohrab Goth, existing outer traffic lane will be dedicated for BRT. Hence, normal traffic movements will have 3+3 lanes on either side to commensurate with 3+3 lanes configuration of Karachi - Hyderabad Motorway (M9). For buses to operate between Tower and Sohrab Goth, an elevated U-turn is to be constructed near Abul Hassan Isphani Road just after Al-Asif square station. A staging facility for parking of buses is to be provided after Al-Asif Square Station. Beyond Gurumandir, it will run along the center of M. A. Jinnah Road unto the KMC Park sharing the Green Line busway corridor. It will also turnaround for the return journey using the elevated rotary at the KMC Park. Therefore, practically the exclusive Project Corridor for the Blue Line will be required from Sohrab Goth to Gurumandir only.

Beyond Gurumandir, it will run along the center of M. A. Jinnah Road unto the KMC Park sharing the Green Line busway corridor. It will also turnaround for the return journey using the elevated rotary at the KMC Park. Therefore, practically the exclusive Project Corridor for the Project will be required from Gurumandir to Al-Asif Square only.

Operational Length of Blue Line

The main alignment with an operational route length of approx. 17 kilometre starts from Merewether Tower and ends at Al-Asif Square, Karachi. The main operational link; traverses from Merewether Tower, Boltan Market, Denso Hall, City Court/KMC, Jama Cloth/Eidgah, Municipal Park, Urdu Bazaar, Tibet Center, Sea Breeze, Numaish via M. A. Jinnah Road; Gurumandir, Teen Hatti via Jahangir Road; Dak Khana, Liaquatabad No. 10, Karimabad via S. M. Toufeeque Road; Ayesha Manzil, Water Pump, Yousuf Plaza, Sohrab Goth via Shahrah-e-Pakistan and Karachi-Hyderabad Motorway (M-9) up to Al-Asif Square.

Integration of the Project and Green Line Infrastructure Works



The infrastructure construction of segment from Merewether Tower to Gurumandir is already under construction as part of Green Line. The infrastructure construction length of 10.1 kilometre to be taken up under the Project starts from Gurumandir and terminates at Al-Asif Square. Hence, the integration of the Project and Green Line will be at Gurumandir for which necessary coordination will be required with the Green Line team.

Road improvement plan

The construction of the Project Corridor at the central median would affect the existing roads. Complete rehabilitation of existing main roads as well as service roads after construction of at-grade and elevated segments of BRT will be required.

Traffic engineering and management measures

Since the corridor from Gurumandir to Al-Asif Square is mostly aligned in dedicated central median, normal traffic flow will not be much disturbed by the Project Corridor. However, it is expected that during construction of the Project Corridor on ground, it will hamper smooth traffic flow along the corridor and prone to safety hazard for road users. The Concessionaire should properly cordon off the work area with metallic sheets and work zone signage will be installed for awareness of road users

Proposed BRT Stations

For convenient boarding/alighting of the passengers, BRT stations have been proposed at the following locations along the Project Corridor:

S. No.	Name	Configuration	Approx. Chainage
1	Gurumandir	Elevated (Split Type)	0+150
2	Martin Quarters	Elevated (Split Type)	1+025
3	Teen Hatti	At Grade (Center Type)	1+700
4	Dak Khana	Elevated (Center Type)	2+650
5	Liaquatabad	Elevated (Split Type)	3+550
6	Karimabad	Elevated (Split Type)	4+675
7	Agha Khan	At Grade (Center Type)	5+450
8	Ayesha Manzil	At Grade (Center Type)	6+425
9	Water Pump	At Grade (Center Type)	7+150
10	Yousuf Plaza	At Grade (Center Type)	8+300
11	Al-Asif Square	Elevated (Center Type)	9+825

The distances between bus stations will be from 0.7 kilometre to a max. of about 1.5 kilometre depending upon the location in the corridor, the local passenger needs and availability of space for construction.

Facilities at the Stations

For maximum convenience of the users, all necessary facilities are proposed at the stations including:



- ☐ Escalators for movement from ground floor to elevated stations
- ☐ Elevators for the elderly / disabled people with wheel chairs
- ☐ Grade-separated / elevated pedestrian crossings
- ☐ Seating arrangement for the passengers waiting for the buses
- ☐ Drinking water
- ☐ Lighting
- ☐ Proper Ventilation system
- ☐ Bus-bays designed for the 18m long articulated buses
- ☐ Passing lanes for express buses at stations

Design Standards & Criteria

For the Project, the design requirement shall encompass the following major components:

- 1) Geometric design of At-Grade and Elevated sections
- 2) Structural design of Ramps and Elevated sections
- 3) Drainage design of Project Corridor
- 4) Station design including Pedestrian Bridge, Escalators, Elevators etc.
- 5) Electrical design including Street Lights, Transformers, Generators etc.

The two major components of geometric design and structural design are discussed briefly as under:

1) Road Geometric Design

The geometric design of roads involves the horizontal and vertical alignment design of roadway. The appropriate design geometrics is readily determined from the selected design speed with due consideration to the type of terrain and the general characteristics of the alignment. The parameters for geometric design of the Project are adopted as recommended in the Policy on Geometric Design of Streets and Highways, American Association of State Highway and Transportation Officials (AASHTO), 2011; Transit Cooperative Research Program (TCRP), Report 90, Bus Rapid Transit Implementation Guidelines, TRB, 2003 and Bus Rapid Transit (BRT) Planning Guide, 2007. The fundamental purpose of the design is to ensure maximum safety and efficient public transport facility for the road users.

2) Design Life

All roadway components are designed to withstand anticipated traffic volumes over the specified design life.

1. Bridges and Structures	50 Years
2. Flexible Pavement	20 Years
3. Rigid Pavement	20 Years

3) Design Speed

Design speed is a primary factor in the design of any transport facility. It has a significant impact on roadway alignment design to select appropriate curve lengths, curve radii, sight distances, slopes and super-elevations etc. Design speed of particular roadway is selected on



the basis of terrain type, functional classification of road, design vehicle, traffic volumes, environmental factors and economic considerations.

The design speed selected for dedicated Project Corridor from Gurumandir to Al-Asif Square is 60kph.

4) Design Vehicle

Vehicle design will have a strong, measurable impact on speed, reliability and ridership. A vehicle's mechanical attributes have an obvious impact on operation and maintenance costs. However, proper door and interior design (e.g. a low floor, a wide aisle, and multiple-stream doors) may reduce dwell times eventually reducing the number of vehicles, drivers, and mechanics necessary to provide a particular level of service (LOS), increasing ridership and revenue.

18.3 metres articulated bus is chosen for BRT operation from Gurumandir to Al-Asif Square. The bus operation study for Green Line portion from Merewether Tower to Gurumandir is still in progress which will determine the type of bus to be used in this segment.

It has been decided by the Authority that Low Entry – High Floor buses shall be used for all BRT lines in Karachi.

5) Design Elements

The design criteria for design elements of BRT is established from standard guidelines for a particular design speed and design vehicle. Chosen design parameters for BRT are given in *Table-1*.

Table 1: Design Characteristics for BRT

S. No.	Design Parameter	Control Value
1	Type of Corridor	Dedicated Partially Grade Separated or At Grade
2	Design Speed	60 kph
3	Design Vehicle	18.3m Articulated Bus
4	Minimum Stopping Sight Distance	85m
5	Minimum Passing Sight Distance	180m
6	Minimum Horizontal Radius with maximum Super elevation	135m
7	Maximum Rate of Super Elevation	4%
8	Minimum Horizontal Radius without Super elevation	1310m
9	Maximum Desirable Longitudinal Gradient (BRT convertible to LRT)	4% - 6%
10	Minimum Longitudinal Grade	0.30%
11	Minimum Length of Vertical Curve	36m
12	Minimum Rate of Vertical Curvature	
	- For Crest Curve	11



S. No.	Design Parameter	Control Value
	- For Sag Curve	18
13	Minimum Vertical Clearance	5.5m
14	Cross Slope	1.5% to 2%
15	Taper Rate at Bus Station	1:15
16	Lateral Clearance	0.3m

6) Cross Sectional Elements

During designing the cross-sections for dedicated Project Corridor and mixed traffic operation, best international practices were adopted. Different elements of cross-section are discussed here under.

The dedicated corridor is fixed as 9.0 meter with minimum lane width of 3.5m and it is variable in mixed traffic depending on available lane width of existing carriageway. Cross slope of 1.5% to 2% is used throughout the route. Vertical clearance is selected as 5.5 meter and lateral clearance of 0.3 meter is taken along curbs.

7) Structural Design Requirement

The purpose of this section is to provide for information on standards and guidelines for structural design of the infrastructure for the Project.

Major structures should be analyzed individually for the most optimal design. Any substantial costs of deviations from the most economical design need to be considered in the structure selection process.

The following preliminary information must be collected for the structural design:

- Current and proposed roadway plans/ profiles and cross-sections, for both upper and lower roadways, with alignment data.
- Bridge situation sheet with all topography including contours, utilities and railroads (bridge site data).
- Any hydraulics report, right-of-way restrictions, or guardrail types.
- Any regional design recommendations, including deviations from the standards.
- Requirements for electrical conduit, lighting and locating utilities.
- Corridor aesthetics, environmental consideration, architectural concepts, if applicable.

The following is a brief overview of the bridge design process:

1. Structure Concept Study

- a) Attend Design Scoping Review meeting.
- b) Obtain and review bridge site data.
- c) Review preliminary alignment to determine structure location.
- d) Determine conceptual structure layout and type alternatives.

2. Preliminary Bridge Design

- a) Conduct engineering and economic studies.



- b) Prepare general layouts and special details.
- c) Prepare selection report and drawings for foundation investigations.
- d) Attend Field Inspection Review and make required revisions to layout.

3. Final Bridge Design

- a) Review bridge site data.
- b) Design all structural elements.
- c) Prepare all plans and specifications.
- d) Provide independent design, detail, and quantity check.
- e) Perform Final Office Review and make revisions to Plans and specification.

4. Codes of Practice

For the preliminary structural design of bridges and flyover following codes should be used:

- AASHTO LRFD 2012
- West Pakistan Highway Code 1967
- NHA Standards and Specifications

5. Service Loads

The following service loads should be considered in the design:

a) Vertical Loads

The bridge structure should be designed for the following live and dead loads (in addition to self-weight of members).

b) Live Loads

For BRT, AASHTO - HL 93 TRUCK LOADS, section 3.6.2.1 of AASHTO LRFD Code.

For LRT loading, refer to TCRP REPORT 155 and APTA J11-T20.

c) Superimposed Dead Loads

Asphalt wearing course of 50mm (2 inches) thickness should be considered over Bridge Deck Slab as superimposed dead load is kept for final wearing course.

d) Other Loads

Following additional loads should be considered apart from structure self-weight, finishes and live Loads:

- Wind Loads based on Basic Wind Speed of 100 miles/hour
- Impact or Dynamic effect of Live Load.
- Longitudinal forces caused by the tractive effort of the vehicles or by braking of vehicles and / or those caused by restraints to movements of free bearing.
- Centrifugal forces
- Earth pressure
- Thermal forces
- Shrinkage stresses
- Rib shortening
- Erection stresses
- Earthquake stresses

6. Earthquake Forces Analysis Procedure



Earthquake Forces should be based on the Design Requirements of AASHTO DIV IA. An importance classification IC-II shall be assigned to the Bridge. Based on these assumptions the Bridges fall into AASHTO SEISMIC PERFORMANCE CATEGORY “C”. The Site Coefficient which approximate the effects of the site condition should be taken as 1.5 which is associated with a soil profile type III, a soil profile with soft to medium clay and sands, characterized by 30ft (9M) or more of soft to medium-stiff clays with or without intervening layers of sand or other cohesion less soils. SINGLE MODE SPECTRAL ANALYSIS METHOD as described in AASHTO DIV IA is used for the Earthquake Analysis for Bridge.

7. Material Properties

The minimum material properties shall be considered are:

Polypropylene Fiber Reinforced Concrete (PPFRC)	$f_c' = 21 \text{ MPa (3ksi)}$
Cylinder strength of concrete	$f_c' = 21 \text{ MPa (3ksi)}$ (for Barriers, Kerbs)
Cylinder strength of concrete	$f_c' = 28 \text{ MPa (4ksi)}$ (For Deck Slab & Diaphragms).
Cylinder strength of concrete	$f_c' = 42 \text{ MPa (6ksi)}$ (For Pile caps & Transom).
Cylinder strength of concrete	$f_c' = 56 \text{ MPa (8 ksi)}$ (for Precast Prestressed Girders)
Steel Reinforcement	$f_y = 420 \text{ MPa (60 ksi)}$
Densities	
Concrete	24 kN/m ³ (150 pcf)
Asphalt Concrete	23 kN/m ³ (140 pcf)
Cement Concrete, plain	23 kN/m ³ (140 pcf)
Earth (Compacted)	18.5 kN/m ³ (110 pcf)
Sand (loose)	15 kN/m ³ (90 pcf)
Rolled Steel	79 kN/m ³ (490 pcf)

8) Durability

The Minimum concrete cover to the nearest reinforcement (including links) should be as follows:

RC Deck Slab in mild Climate	
Top Reinforcement	50 mm (2.0 in.)
Bottom Reinforcement	50 mm (2.0 in.)
Abutment Walls & Transom	40 mm (1.5 in.)
PSC Girders, Diaphragm & Kerbs	40 mm (1.5 in.)
Pile caps	50 mm (2.0 in.)
Concrete Piles	75 mm (3.0 in.)

9) Allowable Stress For Design of Pre-Stressed Concrete Girders

Following allowable stresses should be considered for the Design of Prestressed Post Tensioned Members of the Bridges.

- Concrete**

Compressive Strength of Concrete f_c'	56 MPa (8000 psi)
Initial compressive Strength of Concrete f_{ci}	$0.8 \times f_c'$



Initial Concrete Compressive Stress	0.6 f'_{ci}
Initial Concrete Tensile Stress	$0.24(f'_{ci})^{1/2}$
Allowable Tensile stress (final Stage)	$0.0948(f'_{ci})^{1/2}$
Allowable Compressive stress (Final Stage)	0.45 f'_{ci}

- **Prestressing Steel**

Ultimate tensile strength, fpu	1862 MPa (270 ksi)
Yield/Allowable Strength of Prestressing Steel, fpy	$0.85f_{pu}$ to $0.9f_{pu}$
Stress for short period of time	$0.9f_{py}$
Stress immediately after seating at anchorage	$0.7f_{pu}$
Stress at service load after losses, fpe	$0.8f_{py}$

2.1.3 PRE-BID CONFERENCES

2.1.3.1 The Pre-Bid Conferences will be held at:

- **VENUE:** Office No. 201, 2nd Floor, The Plaza, Plot No. G-7, Block-9, KDA Scheme 5, Kehkashan, Clifton, Karachi, Pakistan.

2.1.3.2 Queries and clarifications relating to the Pre-Bid Conference on the technical matters, matters relating to the RFP and the Pre-Bid Conference on financial matters, shall be submitted at least four (4) Business Days prior to the Pre-Bid Conference.

2.1.3.3 All such queries and clarification bearing reference of the Project shall be delivered at:

ATTENTION: MANAGING DIRECTOR, SINDH MASS TRANSIT AUTHORITY,
TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF
SINDH

ADDRESS: OFFICE NO. 201, 2ND FLOOR, THE PLAZA, PLOT NO. G-7, BLOCK-9,
KDA SCHEME 5, KEHKASHAN, CLIFTON, KARACHI, PAKISTAN.

2.1.3.4 The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the Authority not later than four (4) Business Days before the Pre-Bid Conference.

2.1.3.5 It shall be assumed by the Authority that subsequent to the Pre-Bid Conference on the technical, RFP and financial matters, all the queries, comments and concerns of the Bidders have been addressed and answered to the full satisfaction of all the Bidders. Furthermore, any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Conferences*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.1.3.6 The Authority, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.



2.1.4 PROJECT LIAISON

2.1.4.1 The contact details for the primary persons designated for this RFP are:

ATTENTION : BRTS BLUE LINE (INFRASTRUCTURE DEVELOPMENT) PROJECT

PHONE : (92) (21) (99250485)

ADDRESS : OFFICE NO. 201, 2ND FLOOR, THE PLAZA, PLOT NO. G-7, BLOCK-9, KDA SCHEME 5, KEHKASHAN, CLIFTON, KARACHI, PAKISTAN.

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

ATTENTION : DIRECTOR, INFRASTRUCTURE, SMTA

PHONE : (92) (21) (99250485)

EMAIL : director.infra.smta@gmail.com

PPP UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH

ATTENTION : DIRECTOR FINANCE, PPP UNIT, FINANCE DEPARTMENT

PHONE : (92) (21) (99222187)

ADDRESS : SEVENTH FLOOR, FINANCE DEPARTMENT, AK LODHI COMPLEX, SINDH SECRETARIAT NO. 6, SHAHRAH-E-KAMAL ATATURK, KARACHI, PAKISTAN

2.1.5 Access to information, or to any modification or update shall be made available to the Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **ANNEXURE H**) to the Authority, duly signed by the authorized representative of the Bidder.

2.1.6 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Proposals shall be submitted in a sealed envelope no later than **15:00 hours PST** on the Proposal Deadline to the following address and marked for the attention of:

ATTENTION : **MANAGING DIRECTOR**
SINDH MASS TRANSIT AUTHORITY, TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH.

ADDRESS : SECOND FLOOR, COMMITTEE ROOM, LABOUR DEPARTMENT, TUGHLUQ HOUSE, SINDH SECRETARIAT NO. 2, SHAHRAH-E-KAMAL ATATURK, KARACHI, PAKISTAN.



TELEPHONE : (92) (21) (99211017)

- 2.1.7** Proposals received after 13:00 hours (PST) on the Proposal Deadline will be returned to the sender unopened. Bidders are responsible for ensuring that their Proposals are submitted at the time and place specified in Section 2.1.6.
- 2.1.8** The sealed envelope shall include one original technical proposal and one original financial proposal and four (4) hard copies of each, with one soft copy (on CD/ DVDs/USB) – including the Financial Model in ‘Excel’ spreadsheet – and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in the Data Sheet.



2.2 BID VALIDITY

- 2.2.1** The Bid shall remain valid and open for acceptance for the Bid Validity Period. In exceptional circumstance, prior to expiry of the original bid validity period, the Authority may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email.
- 2.2.2** A Bidder may refuse the afore-stated the Authority request and can claim for return of its Bid Security. A Bidder agreeing to the Authority's request will extend the validity of its Bid Security correspondingly.

2.3 OPENING OF THE PROPOSALS

- 2.3.1** The Authority will open the Proposals at the Committee Room of the Planning and Development Board, Government of Sindh located at Second Floor, Tughlaq House, Sindh Secretariat No. 2, Shahrah-e-Lamal Attaturk, Karachi in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening ceremony/meeting one hour after the Proposal Deadline. The Bidders' representatives who are present shall sign a register in evidence of their attendance.
- 2.3.2** The Authority will examine the Proposals to determine whether they are complete and responsive in all aspects.
- 2.3.3** The Authority shall prepare detailed minutes of the Bid opening for transparency and its own record in accordance with the Applicable Laws.
- 2.3.4** The Bidder's names, bid withdrawals (if any), the presence of the requisite Bid Security and such other details, as the Authority, at its discretion, may consider appropriate, will be announced at the Bid opening.
- 2.3.5** Any effort by a Bidder to influence the Authority in the process of examination, clarification, comparison and evaluation of Proposals, or decisions concerning award of a Concession, will result in the rejection of that Bidder's Proposal.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.4.1** The Proposals will be evaluated by a TFEC constituted in accordance with the Applicable Laws. The TFEC will select such Bidder as the Preferred Bidder, who quoted the lowest Bid Price, provided that it technically qualifies and its Bid is a Compliant Proposal.

2.5 PROPOSAL EVALUATION PROCESS

- 2.5.1** The Proposals shall be opened one hour following the Proposal Deadline. The evaluation of the Proposals shall commence one hour following the opening of Proposals. Both technical and financial proposals will be evaluated by TFEC. Any proposal not in strict conformity with the format prescribed in this RFP will be disqualified. The Proposals shall be evaluated based on criteria set out in this RFP and the Preferred Bidder will be responsible for all Activities incidental and ancillary to the successful completion of the Project.
- 2.5.2** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.5 (*Proposal Evaluation Process*) and, therefore, the



submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.6 EVALUATION CRITERIA

- 2.6.1** The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive technical proposal shall be attributed to a score out of a total of 100 points.
- 2.6.2** After complete evaluation of technical proposals, the financial proposals of the Bidders technically qualifying the criteria shall be evaluated. This qualification shall be based on the Bidder achieving a technical score, equal to or higher than 70.
- 2.6.3** The TFEC will select that Bidder as the Preferred Bidder, who quoted the lowest bid price provided that it technically qualifies and provided that the Proposal is a Compliant Proposal.
- 2.6.4** The Proposal must be submitted at the place and by the deadline specified in Section 2.1.6.
- 2.6.5** The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members.
- 2.6.6** Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Proposal. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.7** The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Bidders and their Members.
- 2.6.8** The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Bidders and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Bidder.
- 2.6.9** The Bidders must provide the Bid Security described in Section 3.2 (*Bid Security*). The financial bank guarantee shall be written in English, and must be fully compliant with the form and substance attached hereto as **ANNEXURE D**.
- 2.6.10** Any other errors or omissions in a Proposal will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions, by way of clarification(s) and/or presentation(s), in their Proposal, to the TFEC's satisfaction, within the time limits specified in the request.
- 2.6.11 COMMERCIAL COMPLIANCE**
- a. In case the Bidder is a Consortium, once the Proposal is submitted, the Bidder must be bound by a Joint Bidding Agreement.
 - b. The Preferred Bidder must be an incorporated body or another type of legal entity.



- c. The Proposal must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
- d. Participants and Key Individuals who are not employees of the Bidder or of a Member or Participant of the Bidder must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Bidder signing authority must accompany the Commitment Form.
- e. Proposals must not be conditional.

2.6.12 A technical proposal must satisfy the following conditions in order to be considered compliant:

- a. It must contain all of the information specified in Section 3 (*Standard Proposal Forms*).
- b. The evaluation of a Proposal's technical compliance will focus specifically on examining certain key technical items considered by the Authority to be sensitive. The following items will be verified:
 - Design & construction methodology for road (geometry & pavement).
 - Design & construction methodology for the bridges and other structures.
 - Design of At-Grade and Elevated Stations with allied facilities and finishing details
 - Design of Bus Depot
 - Electrical System and Street Lighting
 - Civil Works for ICT and Fiber Optic Network
 - Drainage Design
 - Design Assumption
 - Details of Material proposed to be used
 - Work specifications
 - Quality management programs.
 - Traffic Management Plans
 - Quality control programs.
 - Environmental requirements.
 - Consistency of schedules.



- Construction techniques.
 - Calculation standards and methods used.
 - Project management systems.
 - O&M program.
 - Infrastructure inspection program.
- c. This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the Concession Agreement.
- d. The Substantial Completion Date and the Project Construction Completion Date, as per the Project Milestones given in this RFP and the Draft Concession Agreement, or as may be agreed at the time of the Concession Agreement.

2.6.13 A financial proposal must meet the following requirements in order to be considered as a Compliant Proposal:

- a. It must contain complete information requested in **ANNEXURE C**.
- b. In the opinion of the TFEC, the Bidder continues to have sufficient financial capacity to achieve the Project completion.
- c. The financing plan indicates that the planned financing is sufficient to cover all of the Concession's requirements for the full term of the Concession Agreement (including design, construction, finance, operation, and maintenance).
- d. The financial model:
- provides a Substantial Completion Date and Project Construction Completion Date as per the Project Milestones given in this RFP and the Draft Concession Agreement;
 - is consistent with the Annuity Payments required by the Bidder during the Concession Period; and
 - is consistent with the technical proposal (design schedule and cost, construction schedule and cost, maintenance schedule and costs, operations cost).
- e. In the opinion of TFEC, the financing plan is robust in the short, medium and long-term. **“ROBUST”** means that the contemplated financing is sufficient to support reasonable fluctuations in the main risks of the Concession (e.g.: inflation, construction costs and schedule, O&M costs, etc.) without triggering the Financing Instruments' events of default.

2.6.14 SCORING CRITERIA – TECHNICAL EVALUATION



The technical proposal of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A**.

The TFEC shall attribute a technical score to responsive technical proposals.

Technical Proposals scoring less than 50% points in each category and 70 overall qualifying points out of 100 maximum points, shall be rejected. Technical score shall be calculated as follows:

Serial No.	Criteria	Weightage/ Marks
A.	Specific Construction Experience	30
B.	Key Personnel Qualification & Experience	20
C.	Plant & Equipment Work Methodology	15
D.	Financial (Historical Financial Performance)	25
E.	Work Methodology	10
F.	Total	100

For technical qualification, a bidder must score 50% or more points in each category and 70 or above overall qualifying points out of 100 maximum points.

The detailed evaluation criteria are set out in **ANNEXURE B** below.

2.6.15 FINANCIAL EVALUATION:

The TFEC will select such Bidder as the Preferred Bidder who quoted the lowest bid price (as calculated in accordance with Section 3.6), provided that the Bidder technically qualifies and provided that the Bid is a Compliant Proposal. The Bidder with the lowest bid price shall be the Preferred Bidder.

2.7 OTHER CONSIDERATIONS

- 2.7.1** The Proposals must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 2.7.2** All Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees.
- 2.7.3** The Proposals must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **ANNEXURE E**, a copy of which is to be provided with the Proposals.
- 2.7.4** The Bid must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity,



the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.8 CLARIFICATION OF PROPOSALS

2.8.1 The TFEC may, at its discretion, during the evaluation after the Proposal Deadline, invite a Bidder to provide a presentation and/or clarification of its Proposal, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one or some of the Bidders. The TFEC may consider such presentation(s) and clarification(s) in the evaluation of a Proposal.

2.8.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Proposal Deadline. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.

2.8.3 Any Proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Clarification of Proposals*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

2.9.1 The TFEC will make the selection of the Preferred Bidder and the contact person nominated by the Authority will advise all Bidders in writing of the TFEC's selection decision.

2.9.2 Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Selection of Preferred Bidder*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.10 RIGHT TO NEGOTIATE

2.10.1 Subject to the requirement of the SPRRA Rules and the PPP Act, after selection of the Preferred Bidder, the Authority reserves the right to negotiate changes to the Proposal or to any of the terms of the Concession Agreement, in accordance with the Applicable Laws, provided however, the Preferred Bidder will not be entitled to initiate changes to its Proposal, or to the Concession Agreement, except as set out and described in its Proposal and agreed upon by the Authority in writing during the pre-bid stage.

2.10.2 Any Proposals submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.10 (*Right to Negotiate*) and, therefore, the submission of Proposals in response to this RFP would be deemed as an acceptance to the aforesaid terms.



3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE BIDDERS

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

- a. A detailed description of the Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Proposal. The Joint Bidding Agreement to be submitted along with the Proposal, shall, *inter alia*:
 - convey the intent to form an SPV (with shareholding / ownership equity commitment(s) in the SPV in accordance with this RFP) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
 - commit the equity stake / equity shareholding percentage to be held by each Member. Each Member, in case the Consortium is announced as Preferred Bidder, will be liable to subscribe its committed shareholding percentage of Class A Shares of the SPV;
 - commit that all of the Members (whose experience will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of 100% of the paid up Class A Shares capital of the SPV and subscribe to the Class A Shares in the SPV, provided that the Lead Member shall subscribe to a minimum of 51% of the paid up Class A Shares capital of the SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit any Change in Ownership And/Or Control. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the Authority, sell, transfer, convey or otherwise dispose its direct and/ or indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof);



- provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project in accordance with the Concession Agreement; and
 - except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement after the Proposal Deadline.
- c. In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project until the expiry of the Concession Period. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any Change in Ownership And/or Control. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, express with the prior written consent of the Authority, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof). Furthermore, the single Bidder shall subscribe to a cumulative of 100% of the paid up Class A Shares capital of the SPV and subscribe to the Class A Shares in the SPV.
- d. Annual audited financial statements for the past three (3) years. These financial statements must be provided for each Member and Participant (in accordance with Applicable Laws) of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- e. Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the Authority by the Bidder in any manner whatsoever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

Each Bidder must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages (design, construction, operation, etc.), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 INTELLECTUAL PROPERTY RIGHTS

The Bidders must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bidder's Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

3.1.5 SUPPORTING INFORMATION & DOCUMENTATION



Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Proposal.

3.2 **BID SECURITY**

- 3.2.1** A Proposal submitted by each Bidder must be accompanied by a Bid Security in an amount equal to at least 1% of the present value of the first year's Annuity Payment (as set out by the Bidders in the Bid), in Pakistani Rupees, which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period. The Bid Security must be in a form and substance as attached hereto as **ANNEXURE D**.
- 3.2.2** The Bid Security submitted by the Bidders shall be returned to the unsuccessful Bidders upon signing of the Concession Agreement or upon the expiry of the validity period of the Bid Security.
- 3.2.3** Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required or other than in the form of a commercial bank guarantee or from a commercial bank not acceptable to the Authority or from a commercial bank that does not have a minimum credit rating of at least 'A+' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by this RFP shall be, in each case, rejected by the Authority as non-responsive. It is further clarified that **no** Bid Security in the form of insurance guarantee shall be entertained.
- 3.2.4** The Bid Security/Construction Performance Security/O&M Performance Security (as applicable) may be encashed by the Authority in the following circumstances:
- a. In the case of a successful Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Intent within the time period stipulated therein;
 - furnish the necessary Construction Performance Security/O&M Performance Security when required;
 - sign the Concession Agreement;
 - achieve all the conditions precedents agreed in the signed Concession Agreement including but not limited to achieving Financial Close and the detailed design of the Project.
 - b. Not used;
 - c. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the Bid Validity Period;
 - d. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or
 - e. In case of default as expressed above.



3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 3.3.1** Technical proposals submitted by Bidders must contain all of the items specified in this RFP (including Section 3.5 (*List of Standard Proposed Technical Forms*)) and must adhere to the format described herein. In addition, Bidders must ensure that their technical proposal is consistent with their financial proposal.
- 3.3.2** The technical proposal will provide the Authority with the means for assessing the Bidder's ability to comply with the Technical Specifications.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 3.4.1** The financial proposal must be prepared in the format provided in Section 3.6 and shall contain each of the following items:
- a. A financing plan and a Financial Model that meet all the requirements stated in ANNEXURE C.
 - b. The periodic Annuity Payments that the Bidder is requesting for the Concession with clear time-lines.
- 3.4.2** Bidders shall provide the financing plan that gives a detailed description of the planned financial structure and Financing Instruments for the purpose of the Project, including a breakdown of the investments by the various types of instruments (e.g. equity, loans, etc.) and their terms and conditions.

This information must be provided on a term sheet for each Financing Instrument that is used for the Initial Financing. This term sheet shall be submitted by the Concessionaire to the Authority and the Independent Auditor prior to the Financial Close, in terms of the Draft Concession Agreement.

In case the Bidder plans refinancing or is desirous of obtaining additional financing during the term of the Concession, after the Financial Close, must submit the same information for the Financing Instruments contemplated for such refinancing and/or additional financing as for those for the Initial Financing, provided further, in case the Concessionaire is able to obtain refinancing at the rates and terms better than the Initial Financing, the savings as a result of the same shall be shared with the Authority. For such refinancing and/or additional financing, the terms, conditions and, as applicable, the requisite consents and the no-objection certificates as laid down in the Concession Agreement shall be applicable. However, the Authority understands that the refinancing information, if applicable, constitutes assumptions that are subject to change.

- 3.4.3** Notwithstanding anything contained in this RFP, any refinancing and /or additional financing by the Bidder during the Concession shall require a written approval of the Authority and the Independent Auditor and such refinancing / additional financing shall not increase any risk and/or liability for the Authority. The Bidder and the Authority shall mitigate any risk involved pursuant to such refinancing.



3.5 LIST OF STANDARD PROPOSAL TECHNICAL FORMS

The standard forms for the technical proposal are provided in Annexure J.

FORM – J1	Basic Information Form
FORM – J2	Historical Non-Performance, Black Listing and Pending Litigation
FORM – J3	Financial Situation
FORM – J4	Current Contract Commitments / Works in Progress
FORM – J5	Details of Contracts of Similar Nature and Complexity completed over last 20 years
FORM – J6	List of Key personnel
FORM – J7	CVs of proposed expert
FORM – J8	Plant & Equipment

Any additional information that may be necessary for Proposal.

3.6 FORMAT OF FINANCIAL PROPOSAL

Financial Proposal

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 25
O&M Component								
Debt Servicing (Principal and Interest)								
Return on Equity								
Taxes								
Annuity Payment (consisting of O&M Component, Debt Servicing, Return on Equity and Taxes)								
Present Value of Annuity Payments @ 5% discount rate								



4. TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The Concession Agreement establishes the rights and obligations of both the Authority and the Concessionaire. It will be signed between the Authority and the Concessionaire.

4.1.2 TERM

The term of the Concession Agreement will, unless specified otherwise in the Concession Agreement, commence from the Effective Date and will continue until the end of the Concession Period (the **Termination Date**).

4.2 OWNERSHIP

The Concessionaire shall enjoy the right-of-way and the structures designed and built by it for the term of the Concession (unless stated otherwise). The Concessionaire further enjoys the intellectual property rights to the systems required for traffic maintenance, as described in the Concession Agreement. Following the Termination Date, ownership of the Project related assets will be handed over/transferred to the Authority in accordance with the Concession Agreement.

4.3 PROJECT SCOPE

The Scope of Work of the Concessionaire is set out in **ANNEXURE L**.

The map of the proposed Project Site is set out in **ANNEXURE M**.

4.4 FINANCING

- a. The Preferred Bidder shall be responsible for developing and implementing the financing structure for the Project including the financing and commercial arrangements for the design, construction, operations and maintenance work in accordance with the requirement of the RFP.
- b. The enterprise or the Consortium that, further to this RFP and the Consultation and Selection Process, is declared the Preferred Bidder and is issued the LOI, shall get incorporated the SPV for the purposes of being the Concessionaire that will implement the Project. Such enterprise or the Consortium shall maintain its shareholding in the Concessionaire in accordance with the requirements of the Concession Agreement.



- c. The Project shall be financed by a minimum of thirty (30%) percent equity contribution out of which fifty-one (51%) of equity shall be contributed by the Preferred Bidder, whereas forty nine (49%) of the equity shall be contributed by the Authority, while the commercial/bank debt of the project financing shall not be in excess of 70% (seventy) of the Total Project Cost.
- d. The Authority shall provide reasonable financial support/collateral as contemplated in Section 1.20.1 of the RFP to make the financial close successful. Additionally, the Authority shall not be responsible for providing any additional financial support/collateral in order to achieve financial close.
- e. In case foreign currency debt and/or equity are contemplated for funding of the Project, the Sindh Foreign Investment Hedging Policy for Public Private Partnership Projects in Sindh of the Finance Department, Government of Sindh should be referred to by the Bidders for preparation of their Proposals.

4.5 HAND-OVER OF THE STRUCTURE

- a. The Concessionaire will be responsible for handing over the project assets and structures to the Authority in a good working condition, as determined by the Independent Engineer, as specified and in accordance with the Concession Agreement without any further compensation to the Concessionaire at the time of such transfer. These project assets and structures are subject to tests, inspections and correction processes as determined by the Independent Engineer in order to ensure that they are handed over in accordance with the terms and conditions set out in the Concession Agreement.

4.6 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.6.1** All risks and obligations of the Authority and the Private Partner shall be in accordance with the Concession Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the Draft Concession Agreement.

4.7 COMPENSATION OF PRIVATE PARTNER

- 4.7.1** The Concessionaire will be compensated for certain risks and responsibilities assumed under the Concession Agreement through the Authority support in the form of periodic Annuity Payments.
- 4.7.2** The Annuity Payments are subject to deductions or holdbacks in the event of failure of Concessionaire to abide by the Concession Agreement. The Concessionaire's compensation is described in detail in the Draft Concession Agreement.
- 4.7.3** Any Proposal submitted in response to this RFP is submitted upon a full understanding and agreement of terms stated in this Section 4.6 (*Compensation of Private Partner*) and therefore



the submission of Proposal in response to this RFP would be deemed as acceptance to the said terms.

4.8 NOT USED

4.9 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION

4.9.1 The Concessionaire shall be liable to pay all applicable federal, provincial and local taxes, as they exist on the day of Proposal Deadline.

4.9.2 The Concessionaire's obligations to taxation and any taxation allowances are clearly identified in the Concession Agreement. The Bidder should state its acceptance of these obligations and should show the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of asset (it should be assumed for taxation purpose that the residual value of all assets at the end of the Concession Period will be zero). For the sake of clarity, the Concessionaire is expected to pay all the taxes, rents, and charges payable to any local government, provincial or federal government and it would not be allowed to seek any support from the Authority if it was unaware or ignorant of any tax, rate or charges, as in effect on the Proposal Deadline. This shall be applicable to the new applicable taxes as well.

4.10 ENVIRONMENTAL MATTERS

4.10.1 The Authority is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that Works are carried out in accordance with all Applicable Standards set out in the Draft Concession Agreement.

4.11 ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

4.11.1 The Concessionaire shall be responsible to carry out a detailed Environment Impact Assessment - EIA Study and obtain the required approvals from Sindh Environmental Protection Agency. The Concessionaire shall follow the recommendations thereof in the best interest of the environment and safety of the local residents, road users, fauna and flora of the area.

4.12 LAND ACQUISITION

4.12.1 Land acquisition and clearance of encroachment will be the responsibility of the Authority. The Concessionaire shall be required to identify the exact location of the land required for the Project and the exact length of the dedicated corridor after the detailed design stage. In any case, the Concessionaire shall be handed over the vacant possession of the land following the approval of Detailed Design and setting out on ground of the approved centreline and right of way on a piecemeal basis, and after compliance of Section 4.12 as further elaborated and in accordance with the requirement of the Concession Agreement.

4.13 NOT USED

4.14 RELOCATION OF UTILITIES



The Concessionaire shall be required to identify any utilities in the right of way and provide the re-location plan in accordance with the requirement of the Concession Agreement. The Authority shall be required to relocate any such utilities according to the relocation plan.

4.15 MAJOR MAINTENANCE

The Concessionaire shall be required to undertake the First Major Maintenance and the Second Major Maintenance in accordance with the requirements set out in the Concession Agreement. All the costs related to Major Maintenance shall be built-in in the O&M Component of the Annuity Payments.



ANNEXURES



ANNEXURE A – BASIC ELIGIBILITY CRITERIA

➤ **Registration with Pakistan Engineering Council (PEC)**

At least one member of the consortium should be a CA (no limit) construction firm. The consortium should also identify a consultant firm for design as per RFP requirement (to satisfy this condition, a contractual arrangement in the form of MOU or equivalent shall be submitted). The construction and consulting firms of consortium must be registered with PEC for the year 2017 with following codes. Foreign entities if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.

- For construction:

The Bidder (in case of a Consortium, the Members collectively) must possess valid PEC registration certificate in ‘Category C-A having specialization codes of CE-01, CE-02, CE-10, BC-01, ME-02, ME-03 and EE-06’.

(Valid PEC registration certificates to be attached)

(Foreign entities if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation)

Is a local or an internationally registered firm in accordance with the Applicable Laws.

- For design:

The Bidder (in case of a Consortium, any of the Member) must possess Valid PEC registration certificate in Project Profile Code 1215.

(Valid PEC registration certificate to be attached)

(Foreign entities if participating in the Bidding Process should strictly follow the rules stipulated in PEC bye laws for participation)

➤ **Registration with Regulatory Authorities**

The Bidder (in case of a Consortium, all of the Members) must possess valid registration certificate, in accordance with Applicable Laws, from income tax authority (i.e. the NTN certificate) and Sindh Revenue Board (SRB), if applicable. Each Bidder and its Members (in case of Consortium) shall be an active filer of income tax and sales tax.

In case of a Bidder who is a Consortium, all members of the Consortium (including the Lead Member) must meet the criterion.

In case if the Bidder or any member of the Consortium is exempt from payment of income tax, then a valid supporting document (i.e. NTN exemption certificate) should be submitted along with the bid.

The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.



(Valid NTN certificate and tax returns filed for last three years to be attached and SRB certificate, if applicable)

(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate/ Pakistan High Commission of their country).

➤ **Affidavit for government owned legal entities**

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

(Bidders who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law);

Relevant Form: **ANNEXURE K** (*Affidavit*)

➤ **No conflict of interest**

The Bidder shall not have any Conflict of Interest.

“**Conflict of Interest**” means:

where the Bidder provides, or could provide, or could be perceived as providing biased professional advice to the Authority to obtain an undue benefit for himself or those affiliated with him;

receiving or giving any remuneration directly or indirectly in connection with the Project except as provided in the Bidding Documents;

any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the Authority under the Project;

where an official of the Authority engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) shall submit an Affidavit for non-conflict)

Relevant Form: **ANNEXURE K**

➤ **Non- blacklisting**

The Bidder shall not be blacklisted.

“**Blacklisting**” means barring a Bidder from participating in any future procurement proceedings by the Authority or any governmental entity

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) shall submit an Affidavit for non-blacklisting)



Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **Litigation History**

All pending litigation against the Bidder shall in total not represent more than fifty (50) % of the Bidder's net worth and shall be resolved against the Bidder.

(The Bidders (in case of Consortium, all members of the Consortium) shall provide details of the litigation or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case of no litigation on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **History of Non-Performing Contracts**

Any non-performance of a contract by a Bidder should not occur in a period of 5 years prior to Proposal Deadline based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

(The Bidders (including members of a Consortium) shall provide details of such non-performance of contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **Failure to Sign Contracts**

The Bidder shall not have failed to sign a contract in the last 5 years.

(The Bidders (including members of a Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) shall submit an Affidavit in case if not applicable on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **Quality Policy**

The Bidders shall submit copy of their quality policy.



In case of a Bidder who is a consortium, all members of the Consortium (including the Lead Member) must meet the criterion.

➤ **Health & Safety Policy**

The Bidders shall submit copy of their health & safety policy.

In case of a Bidder who is a consortium, all members of the Consortium (including the Lead Member) must meet the criterion.

➤ **Financial Situation/ Historical Financial Performance**

• **Net Worth of the Bidder shall be PKR 1,000 Million**

(excluding any surplus on revaluation) as reflected in the latest annual audited financial statement).

(the Bidders shall submit Audited Balance Sheet, Financial Statement and Income Tax returns)

In case of a consortium, the Lead Member's Average Net Worth should not be less than PKR 500 Million and collectively, all members of the Consortium must meet the criterion.

• **Average Annual Construction Turnover**

The Bidder (in case of a Consortium, Members collectively) shall have an average annual construction turnover of at least PKR 2,000 million for last three (03) years as reflected in the annual audited financial statement for the last 03 years.

(the Bidder shall submit Audited financials for the last three (3) years)

In case of a Consortium, the Members of the Consortium, collectively, must meet the criterion.

➤ **Specific Work Experience**

For Construction

For Single Entity/Any Member of a Consortium

Construction experience of at least three projects each worth of PKR 2,500 Million (or higher) **or** three projects with a cumulative worth of PKR 7,500 Million (or higher) relating to infrastructure development such as roads, highways, bridges, buildings, underpasses and rails executed in last ten (10) years.

(The Bidder shall submit commencement letter and completion certificates, which is mandatory requirement)



For Design

For Single Entity/Any Member of a Consortium

Design experience of at least three projects each worth of PKR 2,500 Million (or higher) **or** three projects with a cumulative worth of PKR 7,500 Million (or higher) of roads, highways, buildings, underpasses, rails and bridges completed in last ten (10) years.

(The Bidders shall submit evidence of award and completion of design work)



ANNEXURE B - TECHNICAL EVALUATION CRITERIA

Following documents shall be evaluated (only for those Bidders who clear all mandatory requirements) on the basis of points as detailed below. Financial proposal of only those bidders shall be opened whose Technical Proposal get at least 50% points in each of the following five categories and at least 70% overall qualifying points out of 100 maximum points. The following information shall be presented in an orderly manner and no extra/ additional information is required so as to facilitate efficient evaluation:-

A) EXPERIENCE	MAX. POINT 30
<p>a) .</p> <p>Specific experience of the firm i.e. <u>infrastructure development</u> such as roads, highways, bridges, buildings, underpasses and rails executed in last ten (10) years, with the following scoring criteria. Any project worth less than Rs. 750 Million shall not be considered for scoring. Documentary proof (i.e. work order & completion certificate) be attached.</p> <ul style="list-style-type: none"> • 05 points, at least three projects each worth of PKR 2,500 Million (or higher) or three projects with a cumulative worth of PKR 7,500 Million (or higher) • 01 point for each additional project worth Rs. 750 Million or higher <p><i>Note: Only those projects will be considered whose work order or completion certificate, clearly indicating the name of the applicant as prime contractor and the cost of the works is attached.</i></p>	Max. Point 15
<p>b)</p> <p>Specific experience of the firm i.e. <u>Design experience</u> of roads, highways, buildings, underpasses, rails and bridges completed in last ten (10) years, with the following scoring criteria. Any project worth less than Rs. 750 Million shall not be considered for scoring. Documentary proof (i.e. work order & completion certificate) be attached.</p> <ul style="list-style-type: none"> • 05 points, at least three projects each worth of PKR 2,500 Million (or higher) or three projects with a cumulative worth of PKR 7,500 Million (or higher) • 01 point for each additional project worth Rs. 750 Million or higher <p><i>Note: Only those projects will be considered whose work order or completion certificate, clearly indicating the name of the applicant as prime contractor and the cost of the works is attached</i></p>	Max. Points. 15
B) PERSONNEL	MAX. POINTs 20



Personnel for Contracting and Consulting firms will be evaluated on the basis of following criteria.	
a) Personnel for Contracting firms	Max. Points. 10
i) Project Manager	Max. Points 03
<p>Certified PMP/PRINCE2 also registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant experience (detailed CV along with PMP/PRINCE2 certificate and PEC registration to be submitted)</p> <p><u>20 or more years' experience</u> (03 Marks)</p> <p><u>< 20 > 15 years' experience</u> (02 Marks)</p> <p><u>< 15 > 10 years' experience</u> (01 Marks)</p>	
ii) Construction Manager	Max. Points 02
<p>Must hold Master's degree in Construction Management, registered in PEC as Professional Engineer with at-least 15 years overall experience out of which 10 years relevant experience (detailed CV along with PEC registration to be submitted)</p> <p><u>15 or more years' experience</u> (02 Marks)</p> <p><u>< 15 > 10 years' experience</u> (01 Marks)</p>	
iii) Operation & Maintenance Engineer	Max. Point 01
<p>Must hold BE-Civil degree, registered in PEC as Professional Engineer with at-least 15 years overall experience out of which 10 years relevant experience (detailed CV along with PEC registration to be submitted)</p> <p><u>15 or more years' experience</u> (01 Marks)</p> <p><u>< 15 > 10 years' experience</u> (0.5 Marks)</p>	
iv) Financial Expert	Max. Points 02
<p>Must hold CA/ACCA/MBA/MSc (Preferably Major in Finance)/or equivalent degree, with at-least 10 years overall experience out of which 08 years relevant experience (detailed CV to be submitted)</p> <p><u>10 or more years' experience</u> (02 Marks)</p> <p><u>< 10 > 08 years' experience</u> (01 Marks)</p> <p><u>< 08 > 05 years' experience</u> (0.5 Marks)</p>	



v) Land Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least 15 years overall experience out of which 10 years relevant experience (detailed CV to be submitted)	
<u>15 or more years' experience</u> (01 Marks)	
<u>< 15 > 10 years' experience</u> (0.5 Marks)	
vi) Quantity Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least 15 years overall experience out of which 10 years of relevant experience (detailed CV to be submitted)	
<u>15 or more years' experience</u> (01 Marks)	
<u>< 15 > 10 years' experience</u> (0.5 Marks)	
b) Personnel for Design Consulting firms	Max. Points. 10
i) Road Design Engineer	Max. Points 02
Must hold Masters degree in Transportation Engineering, registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant design experience (detailed CV along with PEC registration to be submitted)	
<u>20 or more years' experience</u> (02 Marks)	
<u>< 20 > 15 years' experience</u> (01 Marks)	
ii) Traffic Engineer	Max. Point 01
Must hold Masters degree in Transportation Engineering/ Traffic Engineering, registered in PEC as Professional Engineer with at-least 15 years overall experience out of which 10 years relevant design experience (detailed CV along with PEC registration to be submitted)	
<u>15 or more years' experience</u> (01 Marks)	
<u>< 15 > 10 years' experience</u> (0.5 Marks)	
iii) Architect	Max. Point 01
Must hold Masters degree in Architecture, registered in PCATP as Professional Architect with at-least 15 years overall experience out of which 10 years relevant design experience (detailed CV along with PCATP registration to be submitted).	
<u>15 or more years' experience</u> (01 Marks)	
<u>< 15 > 10 years' experience</u> (0.5 Marks)	
iv) Structure Engineer	Max. Points 02



<p>Must hold Masters degree in Structural Engineering, registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant design experience (detailed CV along with PEC registration, to be submitted).</p> <p><u>20 or more years' experience</u> (02 Marks)</p> <p><u>< 20 > 15 years' experience</u> (01 Marks)</p>	
v) Electrical Engineer	Max. Point 01
<p>Must hold Masters degree in Electrical, registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant design experience (detailed CV along with PEC registration to be submitted).</p> <p><u>20 or more years' experience</u> (01 Marks)</p> <p><u>< 20 > 15 years' experience</u> (0.5 Marks)</p>	
vi) Mechanical Engineer	Max. Point 01
<p>Must hold Masters degree in Mechanical Engineering, registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant design experience (detailed CV along with PEC registration to be submitted).</p> <p><u>20 or more years' experience</u> (01 Marks)</p> <p><u>< 20 > 15 years' experience</u> (0.5 Marks)</p>	
vii) Environmental Engineer	Max. Point 01
<p>Must hold Masters degree in Environment Engineering, registered in PEC as Professional Engineer with at-least 15 years overall experience out of which 10 years relevant experience (detailed CV along with PEC registration to be submitted).</p> <p><u>15 or more years' experience</u> (01 Marks)</p> <p><u>< 15 > 10 years' experience</u> (0.5 Marks)</p>	
viii) Contract Manager	Max. Point 01
<p>Must hold Bachelors degree in Engineering, registered in PEC as Professional Engineer with at-least 20 years overall experience out of which 15 years relevant contract management experience (detailed CV along with PEC registration to be submitted).</p> <p><u>20 or more years' experience</u> (01 Marks)</p> <p><u>< 20 > 15 years' experience</u> (0.5 Marks)</p>	
C) EQUIPMENT	MAX. POINTs 15



The Contractor is to submit machinery and equipment with documentary proof of ownership, as per the following detail:				
	Item Description	Min. Required Nos.	Points	
	Dump Trucks min 5m ³ cap	18	1.50	
	Loaders	10	1.00	
	Water Bowser	08	0.50	
	Rollers	06	1.00	
	Excavators	05	1.00	
	Pneumatic Tyre Roller	04	1.00	
	Generator	04	0.50	
	Total Station, Survey Equipment	02	0.50	
	Concrete Batching Plant 30 m ³ capacity	02	1.50	
	Transit Mixers	02	1.00	
	Asphalt Batching Plant	02	1.50	
	Concrete Pumps	02	0.50	
	Crane	02	1.00	
	Asphalt Concrete Paver	02	1.00	
	Grader	02	0.50	
	Compressor	02	0.50	
	Steel welding plant	02	0.50	
	Total Points		15.00	
D) Financial (Historical Financial Performance)				MAX. POINTS 25
For Single Entity(in case of Consortium, collectively)				
a) Average Annual Construction Turnover for last 03 years				Max. Points. 7
Rs. 2,000 Million				Max. Points. 3
One mark for each increment of Rs. 500 Million				Max. Points. 1
b) Average Net worth for last 03 years				Max. Points. 12
Rs. 1,000 Million				Max. Points. 7
One mark for each increment of Rs. 250 Million				Max. Points. 1
c) Leverage ratio indicated by Debt Equity Ratio (D/D+E) (as per the latest audited financial statements)				Max. Points 6
2 Points, if Debt / Equity ratio is at and below 0.7;				
3 points, if Debt to Equity ratio is between 0.69 – 0.60				



4 points, if Debt to Equity ratio is between 0.59 – 0.50			
5 points, if Debt to Equity ratio is between 0.49 – 0.40			
6 points, if Debt to Equity ratio is below 0.40			
E) WORK METHODOLOGY			MAX. POINT 10
The Bidders shall demonstrate the work methodology covering the following parameters. Individual points shall be allocated on the basis of the work methodology submitted by the Bidders.			
	Sr. No.	Description	Points
	1	Design Methodology and plan	2
	2	Submission of Procurement Schedule for local and foreign materials.	1
	3	Construction plan and methodology	2
	4	Methodology for Organization and staffing	0.5
	5	Write up for co-ordination with different departs / Agency for right of way and approval.	0.5
	6	Traffic management and safety plan and methodology	1.5
	7	Methodology for setting up of contractor's camp, setting up plans and survey work.	0.5
	8	Understanding of the environmental and quality management aspects	1
	9	The operations, maintenance and rehabilitation plan and methodology	1

Note: The Authority may verify the validity of submitted documents from the respective Employers / Clients / Banks / Auditors, etc. and if it is found out that any fake / misleading / un-verifiable document and / or information has been provided by the Bidder than the subject Bid would be liable for rejection and proceedings for blacklisting of the bidder may be initiated as per SPPRA Rules.



ANNEXURE C – MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL

Section	Title	Content
A.1	Financing plan	
		a Bidder must provide a detailed description of the proposed financial structure for the undertaking of the Concession. They must demonstrate that the proposed financing and financial projections are sufficient to cover all of the needs of the Concession during its term (including design, construction, operation, and maintenance). Bidders must also provide a written undertaking to the Authority to achieve Financial Close.
A.1.1	General Information	<ol style="list-style-type: none"> 1 The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Authority expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder. The proportion and source of equity, loans (bank, bond or other), and other Financing Instruments must be established. 2 The Project shall be financed by thirty (30%) percent equity contribution out of which at least fifty-one (51%) of equity shall be contributed by the Bidder, whereas maximum forty nine (49%) of the equity shall be contributed by the Authority, while the commercial/bank debt of the project financing shall not be in excess of 70% (seventy) of the Project cost. 3 In order to minimize the risk at Financial Close, the Bidders may approach financial institutions to sensitize them about the project and if practical obtain a Letter of comfort/ support from such institutions.
A.1.2	Financing conditions – Loans	<p>With respect to Loans, the financial proposal must include a description of the following elements:</p> <ul style="list-style-type: none"> • the type of the Loan (bank loan, sub-debt etc.) • the amount of the financing and the currency in accordance with the requirements of SPPRA Rule 42 • the detailed capital draw-down schedule • the principal repayment schedule should be equal repayments on a minimum of 10 year loan with 2 years of grace period and 8 years of semi-annually repayment.



		<ul style="list-style-type: none"> • The bidders should assume that the 6 month KIBOR to be 6.25% (for the purposes of uniformity) and the spread should be assumed at 2%. If the Bidder is able to close the project at a rate lower than the assumed rate in its model then the Authority's interest during construction (IDC) savings would be shared equally between the Preferred Bidder and the Authority while if the spread turns out to be greater than 2% then the Preferred Bidder shall be responsible for covering such excess. • Financing charges (arrangement fees, commitment fees, agency/security trustee costs and other expenses) should be assumed at 2 percent of total debt for the purposes of uniformity • KIBOR, financing charges and the spread shall be actualized based on the financing term sheet negotiated with the bank • performance and payment guarantees required (if any) • events of default • step-in rights • hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable • conditions precedent • financing covenants if any (like financial ratios to be maintained and other requirements and restrictive clauses) • Reserve account requirements, if any • • any other restrictions, requirements, or conditions that could significantly influence the capacity of the Bidder to finalize the financing or to use the committed funds after the Financial Close • Interest During Construction (IDC)
A.1.3	Implementation of Financing	A Bidder must present the timetable that it plans to follow in order to affect Financial Close of the Concession by the deadline established further to its selection as the Preferred Bidder. This timetable must respect the timetable proposed by the Authority, which envisages the Commencement Date as mentioned in Section 1.16 of the RFP.
A.1.4	Summary of the Financial Bid Offer	<p>A summary of the key elements of the Bid shall be provided by the Bidder. This statement shall include the following information:</p> <ul style="list-style-type: none"> • The Concessionaire's equity commitment. • Required present value of annuity payments starting from the Substantial Completion Date. • A schedule of any other conditions that are attached to the Bid (if any).



A.2	Financial model	
A.2.1	General information	Bidders must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.
A.2.2	Structure of the financial model	<p>1 The model must meet the following criteria:</p> <ul style="list-style-type: none"> the financial model must be prepared on a monthly basis during the period ending at the Substantial Completion Date, and on an annual, semi-annual, or quarterly basis thereafter the financial model must be properly constructed, and must have a professional appearance the financial model must be produced using Microsoft Excel 2010 or a later version every sheet must be formatted in such a way that the printed information is clear and legible the financial model must be presented in nominal PKR, without decimals the financial model must cover the entire term of the Concession Agreement the cells that contain manual inputs must be shown in blue no sheet or cell may be hidden, and the file must not be password-protected calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell a limited number of nested formulas (“if”) must be used if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution Bidders must use the following inputs in developing their financial models: the Construction Start Date for the financial model must be assumed at 1st January 2019 (provided that the same shall be subject to change in accordance with the requirements with the Draft Concession Agreement); the closing date for the financial model must be 27 years from the Construction Start Date (provided that the same shall be subject to change) the discount rate applied to arrive at all the present values in the financial model is 5%
A.2.3	Outputs required	<p>The financial model must contain at least the following output sheets:</p> <ul style="list-style-type: none"> the sources and uses of funds of the Concession



		<ul style="list-style-type: none"> • complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. • a summary sheet that contains the following elements: <ul style="list-style-type: none"> – Equity internal rate of (after-tax) return (“Equity IRR”) – Project internal rate of (after-tax) return (“Project IRR”) – Dividend internal rate of (after-tax) return (“Dividend IRR”)
A.2.4	Flexibility required	<p>The financial model must allow sensitivity analyses to be carried out using the following elements (but not limited to):</p> <ul style="list-style-type: none"> • variation in the rate of inflation during the construction period • variation in the rate of inflation during the period of operation • variation in interest rates (expressed in basis points) • variation (expressed in percentages) in capital expenditures and in costs of operations and regular maintenance • Variations (expressed in percentages) in annuity payments.
A.2.5	Assumptions book	<p>The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:</p> <ul style="list-style-type: none"> • Capital and construction costs for the following categories (including all assumptions in respect of future inflation and the applicable method used for such calculations): <ul style="list-style-type: none"> – Earthworks – Flexible Road pavement structures – Drainage & erosion control works – Major structures – Minor structures – Traffic signing and road markings – Buildings / Bus Stations – Facilities required for operations – Public use facilities • Design, consultancy and project management fees, contingency costs and Insurance costs • Operations and Maintenance costs (including all assumptions in respect of future inflation and the applicable method used for such calculations) for the following categories:



- Routine monitoring, patrolling and vehicle recovery costs
 - Costs associated with routine inspection and maintenance programmes
 - Anticipated costs of periodic maintenance programmes
 - Taxation (Please refer to Section 4.7 of this RFP)
- For the purposes of the Financial Model, indexation of inflation should be calculated on the following basis;
- The operations expense of the O&M Component shall be linked with Consumer Price Index (CPI);
 - The maintenance expense (including routine, periodic and major maintenance) of the O&M Component shall be linked with Wholesale Price Index (WPI)
 - For the purposes of uniformity, CPI and WPI are to be assumed at 5%, and the same shall be actualized based on actual inflation numbers released by Government of Pakistan

Price escalation would be carried out in accordance with section 10.5 of the Concession Agreement.

The Bidder shall include the base price for each of the Escalable Items as on the date falling twenty eight (28) days prior to the bid submission deadline.

Moreover, the Bidders are instructed to identify and mention the pricing sources of the aforementioned components and must specify the monetary value of each Escalable Item separately which has been built into the Bid Price to cover for the price escalation of ten percent (10%). It is further clarified that the monetary value for any Escalable Item would only be claimable if the Base Price of the Escalable Items has increased by at least ten percent (10%). Any Price Escalation in the Escalable Items beyond ten percent (10%) would be borne by the Authority.

A.2.6	Instruction book	<p>The instruction booklet must explain the various functionalities of the financial model in sufficient detail to allow Users to manoeuvre it effectively. More specifically, the instruction booklet must include:</p> <ul style="list-style-type: none"> • instructions pertaining to the method for changing inputs • instructions pertaining to the method for running the model after making changes to the inputs • instructions pertaining to the method for printing the sheets contained in the model • a summary of the sheets contained in the model and the information therein
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- details concerning complex and/or unusual formulas
- instructions pertaining to the method for performing sensitivity analyses

PLEASE NOTE THAT IT IS THE RESPONSIBILITY OF THE BIDDERS TO ENSURE THE ACCURACY AND COMPLETENESS OF ALL ASSUMPTIONS BEING SUBMITTED AT THE TIME OF PREPARATION OF THEIR BIDS



ANNEXURE D – BID SECURITY

To: , 20...

The Government of Sindh, [Insert Address] (the “Beneficiary”)

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Request for Proposal’ issued by the Government of Sindh, dated [●] in relation to the ‘Bus Rapid Transit System (BRTS) Blue Line (Infrastructure development) project (as amended and/or supplemented from time to time) (the **RFP**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees)

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least ‘A+’ as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

¹ Insert name of issuing Bank;



PKR [●]/- (Pakistani Rupees [●])
(the **Guaranteed Amount**)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary's first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

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

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Proposal Deadline + [120 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

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

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

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

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.



If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

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

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

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

Authorized signatory: _____
Date: _____
Place: _____
Authorized signatory: _____
Date: _____
Place: _____



ANNEXURE E – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE THE A PERSON TO SUBMIT THE PROPOSAL

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for design, build, finance, operate and transfer the Project which means the approximately 10.1 kilometres long dedicated corridor starting from Gurumandir to Al-Asif Square as more particularly described and indicated in the **SCHEDULE F (Project Site)** of Draft Concession Agreement. It is to be noted that the length of Project is tentative at this stage and the exact length shall be determined at the detailed design stage.

(the **Project**) that is being developed by the TRANSPORT MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH (the **Authority**), in association with the PUBLIC PRIVATE PARTNERSHIP UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH, in accordance with the Request for Proposals issued by the Authority (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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AND WE hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2018.

For & On Behalf of:

_____ (*name of the firm*)
By Its Duly Authorized Signatory

.....
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....



(Signature)

(Name, Title and Address of the Attorney)

B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the GOVERNMENT OF SINDH, through its Sindh Mass Transit Authority, Transport & Mass Transit DEPARTMENT, GOVERNMENT OF SINDH (the Authority) has invited bids from bidders for the ‘BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE (INFRASTRUCTURE DEVELOPMENT) PROJECT’ (the **Project**) pursuant to the Request For Proposals issued by the Authority (as amended from time to time) and other related documents relating to the Project (the **RFP**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the ‘Competitive Selection Process’ and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

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(Executants)

(To be executed by all the Members of the Consortium)



ANNEXURE F – COMMITMENT FORM

REQUEST FOR PROPOSALS
for the Design, Build, Finance, Operation and Transfer of
Bus Rapid Transit System (BRTS) Blue Line (Infrastructure Development) Project

[Date To Be Provided]

COMMITMENT FORM

A Commitment form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.
--

TO: GOVERNMENT OF SINDH

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Proposal have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

- A) we have examined, read, and understood the Draft Concession Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated [date to be provided] and [date to be provided] as it relates to the Concession, as amended by way of addenda (collectively, the **RFP**); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Concession Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Proposal are expressed in PKR, and represent aggregate prices that include all taxes except the general sales tax (GST).

4. GUARANTEES REQUIRED BY THE LENDERS

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.



5. **REVISED AND FINAL PARTNERSHIP AGREEMENT**

We declare and confirm that we are prepared to execute the revised and final Draft Concession Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Proposal of the Preferred Bidder.

6. **FIRM AND IRREVOCABLE PROPOSAL**

Our Proposal constitutes a firm offer to the Authority, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six months following the Proposal Deadline indicated in the RFP.

7. **PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS**

We declare and confirm that our Proposal satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the financial proposal compliance evaluation criteria.

8. **RFP**

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Government of Sindh or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

9. **NO MATERIAL DETERIORATION**

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and



- with the exception of what is indicated in detail in a schedule attached to this letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

10. NO COLLUSION OR CONFLICT

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key individual of the team of the Bidder, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Proposal of any other Bidder, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.

With the exception of what is indicated in detail in a schedule attached to this letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Government of Sindh, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Government of Sindh may communicate to all Bidders).

11. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the RFP.

12. EVIDENCE OF AUTHORITY



We acknowledge that the Government of Sindh requires that each of the undersigned (other than a Key individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Government of Sindh, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

13. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on [date to be provided].

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative, and by [**provide particulars on the signature**]:

[NAME OF BIDDER *]

(Authorized signatory)

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(Authorized signatory)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key individual*: _____
(Name)

Name and title: _____
(Please type or print)

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* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant



ANNEXURE G - DECLARATION

We the undersigned return this RFP submission, the Proposal and its appendices, and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the Authority and the subject matter of the procurement exercise as set out in the RFP.

By submitting a Proposal, we represent and warrant to the Authority that our Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in this RFP and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Authority is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Preferred Bidder to enter into a Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Signed for and on behalf of (Bidder/consortium member)

Signature:

Position:

Name:

Address:

Power of attorney attached: (YES/NO)

Date:

(Please return this declaration on your company's letter head.)



ANNEXURE H - NON-DISCLOSURE AGREEMENT

[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:

THE PROJECT DIRECTOR,

GOVERNMENT OF SINDH,

Project Implementation Unit, Bus Rapid Transit System (BRTS) Blue Line (Infrastructure Development) Project

Address: [●].

From:

M/s _____ *[Insert legal name of Bidder]*

_____ *[Insert Address of Bidder]*,

(the **Bidder**).

RE: CONFIDENTIALITY AGREEMENT

Dear Sir

This letter sets out the terms and conditions governing disclosure and exchange of Confidential Information (including proprietary information) between the Government of Sindh (the Authority) and the Bidder whereby Bidder intends to explore the possibility of entering into a Concession Agreement for the design, build, finance, operate and transfer of the Project which means the approximately 10.1 kilometres long dedicated corridor starting from Gurumandir and ending on Al-Asif Square, Karachi as more particularly described and indicated in the **SCHEDULE F (Project Site)** of Draft Concession Agreement (Volume II). It is to be noted that the length of Project is tentative at this stage and the exact length shall be determined at the detailed design stage.

“Confidential Information” means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the Authority or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- "Confidential Information" shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of Bidder;



- is already in Bidder's possession prior to its disclosure by the Authority;
- is independently developed by Bidder without the benefit of confidential Information provided by the Authority; or
- is received by Bidder from a third party not known to the Authority to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, Bidder hereby agrees with the Authority on the following terms:

1. The Confidential Information will be used by Bidder solely to explore the possibility of entering into a Concession Agreement with the Authority for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. Bidder shall not be deemed to be in breach of this Agreement for any disclosure of Information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three year from the date of this Agreement unless and to the extent that the Authority may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & On behalf of
[Insert Name of Bidder]

.....
(Signature)

Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]

Designation:

WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.

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For and on behalf of
GOVERNMENT OF SINDH

.....

Name:.....

Designation: **PROJECT DIRECTOR**, Government of Sindh,

Project Implementation Unit, Bus Rapid Transit System (BRTS) Blue Line (Infrastructure Development) Project

Address: [●].



ANNEXURE I – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____

DATED: _____, [●]

CONTRACT VALUE: _____

CONTRACT TITLE: CONSTRUCTION AND OPERATIONAL SERVICES FOR DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER THE BUS RAPID TRANSIT SYSTEM (BRTS) BLUE LINE (INFRASTRUCTURE DEVELOPMENT) PROJECT UNDER PPP MODE

[Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the Authority) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the Authority) through any corrupt business practice.

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

[Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Authority and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Authority under any law, contract or other instrument, be voidable at the option of the Authority.

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



**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**SINDH MASS TRANSIT AUTHORITY,
TRANSPORT & MASS TRANSIT
DEPARTMENT, GOVERNMENT OF SINDH,
through its duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:



ANNEXURE J - TECHNICAL FORMS

**FORM J-1
BASIC INFORMATION FORM**

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3.	Head Office address:	
4.	Telephone : Fax Number: E-mail address:	
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:



FORM J-2
HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (02) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided)			
<input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 50% of the Bidder's net worth and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	



FORM J-3 FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - NTN certificate must be attached
 - Tax return filed must be provided
 - Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country

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**FORM J-4
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					



FORM J-5 DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER LAST 20 YEARS

(A) For Construction

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) For Design

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

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FORM J-6 LIST OF KEY PERSONNEL

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

Sr. No.	Title of Position	Name
1		
2		
3		



FORM J-7 CVs OF PROPOSED EXPERT

CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert & PEC Registration no _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order.
Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Candidate:

Place:

Date:



FORM J-8 PLANT & EQUIPMENT

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed in Evaluation and Qualification Criteria.

A. Equipment Capabilities (owned by the contractor/firm)

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of ownership of Equipment

B. Equipment Capabilities (leased/rented by the contractor/firm)

Sr. No	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of lease agreement/rent agreement



ANNEXURE K - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the Applicable Law and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For a Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Please find below the form and substance of the Affidavit.

AFFIDAVIT

Date: _____

[•]

[•]

[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this letter [name of Bidder/lead member of consortium/JV], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering;
- d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement;
- e. [is legally and financially autonomous and operates under commercial law]²;

² Only relevant for the government owned legal enterprise or institution.

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- f. [is no pending litigation which represents more than 50% of our net worth]³;
- g. [is not under any non-performance of a contract within last five years of the Proposal Deadline]⁴; and
- h. [has not failed to sign a contract with any procuring authority following award]⁵.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

³ If applicable;

⁴ If applicable;

⁵ If applicable;



ANNEXURE L – SCOPE OF WORK

This section covers the detailed scope of work (surveys, design, construction, operation, maintenance and security services) to be carried out by the Concessionaire along the BRTS Blue Line Corridor and, the construction of bus depot, including the performance criteria and penalties. The length of the corridor is approximately 10.1 kilometres.

The scope of work for the design and construction of BRT infrastructure shall include the Project Corridor, BRT stations, barrier/fence, overhead and underground pedestrian structures, underpass, bridge, corridor lighting, intersection improvements, landscaping, bus depots with all allied facilities etc.

1. General

The work involves carrying out field surveys (topographic, geotechnical), Environmental Impact Assessment (EIA), detailed engineering design, construction and maintenance.

The broad scope of works to be carried out by the Infrastructure Developer is listed below:

- (a) Design and construction of BRT infrastructure including at-grade and elevated corridor, at-grade and elevated bus stations with allied facilities, drainage network, electrical network, street lighting and bus depot;
- (b) Rehabilitation / Reconstruction of existing roads / drain damaged during construction of BRT infrastructure.
- (c) Maintenance of BRT Infrastructure;
- (d) Procurement, design and installation of priority signals (in coordination with ITS requirements);
- (e) Coordination during design and construction phase to evaluate and incorporate the requirements of bus operations and ITS being handled by other concessionaires and SMTA on Blue Line corridor
- (f) Lead and liaise with other Concessionaires to complete Environmental Impact Assessment (EIA);
- (g) Provide security services along the corridor;
- (h) Prepare traffic management plan during construction phase in coordination with relevant agencies;
- (i) Coordination with various utilities agencies and preparation of drawings for relocation, if required;
- (j) Ensuring minimal disruption to BRT service by coordinating with other concessionaires / agencies. For BRT infrastructure work on M9, necessary NOC will be required from NHA / FWO.

2. Detailed Design of BRT Infrastructure

2.1 Survey and Mapping Works

2.1.1 General

The survey shall include picking up all details along the Project Corridor (building to building line) necessary for planning & design of lanes for BRT buses, stations, pedestrian structures, stairs, escalators, elevators and depots and shall mainly comprise of following items:

- Fixation of permanent control points in the entire Project Site at suitable and safe locations to acquire field survey data in digital format.
- Acquisition of field data such as natural and man-made features like road, buildings, utilities (overhead/underground) along with type, sizes and height. The Concessionaire should conduct cross sections survey at 20 meters interval for a corridor width of 20m to 80m (variable). Cross sections should be developed at 1:1000 horizontal and 1:500 vertical scales on A4/ A3 size plots.



- Processing of field data and production of maps on 1:1000 scale by using acquired field data/cross sections for generation of contours at 20 cms contour interval
- X-section of all nullah / river should be conducted including under water areas for 500 meters upstream and 500 meters downstream sides.

2.1.2 Survey Reference Monumentation

A network of permanent concrete monuments shall be established to serve as survey control stations. Monument shall be located on safe and stable ground where it could last for maximum period of time.

Permanent survey markers (vertical and horizontal control points) shall be fixed /constructed at 500m interval and permanent survey markers shall be fixed at each corner. A typical survey mark shall consist of a ¾ inch dia. steel rod one foot long embedded in concrete monuments of 10"x10"x18" in size. The steel rod shall be protruded ½" above the top of the concrete, whereas the concrete monuments shall be protruded 6 inches from the existing ground level. The concrete to be used for the casting of in-situ monuments shall conform to Class 'C' (1:2:4).

Some of the permanent survey/ traverse points could also be established on available existing structures such as footpath, culverts/ bridges etc. outer edge of building plinths etc. within the project area by marking engraved circle or triangle and a nail driven or engraved dot at the center of either mark. All traverse stations/ control points shall be properly labeled with red point and appropriate sketches drawn for future reference.

These monuments shall be located within reasonable vicinity of the site and tied to existing Survey of Pakistan (SoP) control points and bench marks. In case SoP monument is not available in the project vicinity, precise differential GPS coordinates and elevation shall be used for referencing purpose with the Base setup along the route as per Clients agreement. Continuous GPS observation of minimum 5 hours shall be taken for the Base observations to attain Control Survey accuracy. No GPS observations shall be accepted if taken standalone without any Baseline computation.

Detailed description sheets along with photographs for each permanent monument shall be prepared on a standard form which shall give its exact location with reference to adjoining physical features.

2.1.3 Horizontal Control

a) Location

The location of the survey control points shall be selected such as to cover the whole of site and are inter-visible/ readily accessible for any present and future reference.

b) Reference Datum

The reference datum for horizontal control of the project area shall be based on Survey of Pakistan's (SoP) datum for all survey and mapping works. In case SoP monument is not available in the project vicinity, WGS-84 (UTM) coordinates and elevation shall be used for referencing purpose.

c) Units of Measurement

The linear measurement units used in survey and mapping work shall be metric and the angular measurement shall be in degrees, minutes and second of arc.



d) Total Station

Total station will be used for measurement of angle and distance with self-recording facility of field data shall be used at the Project Site. Total Stations with minimum 2 seconds accuracy or better should be used on the project.

e) Traversing

Closed traverse with SoP monuments / Differential GPS established controls shall be carried out to establish horizontal controls in the area using total stations. All traverse distances shall be measured and mean distance adopted provided the two agree to an accuracy limit of 1:10,000 or better.

The computations shall be carried out on computer using appropriate software and minimum acceptable closure accuracy to be achieved shall be 1:15,000 or better. The measured distance shall be corrected for various geodetic corrections and used in the traverse computations.

The misclosure of the traverse (if any and within the above mentioned survey tolerance) shall be adjusted using suitable and acceptable routine adjustment methods and final adjusted coordinates obtained.

2.1.4 Vertical Control

a) Monumentation

The same control monuments/ markers constructed for horizontal control shall also be used for vertical control.

b) Reference Datum

Vertical datum shall be based on the Mean Sea Level (MSL) of Survey of Pakistan (SoP) or GPS.

c) BM Leveling

Bench Mark leveling shall be carried out using automatic leveling instrument and staves of quality. Back and foresight distance shall be kept approximately equal. The leveling staff shall be held up-right during observations using leveling staff bubble. At change points the staff shall be held on steel changes plate.

Leveling and check leveling shall be carried out by independent parties or same party on different days. All the field data should be recorded on standard survey forms in ink or can be digitally recorded.

2.1.5 Cross – Section of Nullahs, Natural Streams

The cross-sections of river bed, nullahs and drains shall be taken at 50m interval at 500 meters upstream and 500 meters downstream of nullah and natural stream locations. Underwater depth shall also be measured for each cross section. All x-sections shall be plotted on suitable horizontal and vertical scale as required.

2.1.6 Computation and Adjustments

Mean of the leveling and check leveling if within permissible limits of $\pm 10\text{mm} \sqrt{k}$ where K is distance in kilometer shall be used for calculations.



2.1.7 Data Acquisition

The horizontal and vertical control established shall be used for topographic survey of the required areas. Acquisition of field data such as natural man-made features like roads, buildings, utilities (overhead/underground) along with type, size and height if exist at the time of field survey. All the data shall be recorded electronically. During topographic survey, the cross sections shall be observed using Total Station and the data recorded digitally to reduce human error.

In addition to above, the utilities and roads surrounding the project area shall also be recorded during the topographic survey.

2.1.8 Data Processing

The data recorded electronically and on survey forms shall be transferred to computer and processed to produce digital terrain model in the form of X, Y and Z coordinates.

2.1.9 Computer Aided Mapping

The digital data shall be plotted and features drafted through computer aided mapping. The topographic sheets shall be verified in field and corrections incorporated accordingly.

2.1.10 General Instructions

- All survey work shall be carried out using total stations of two-second accuracy. A precision auto level shall carry out the levelling work.
- Concessionaire should possess all required equipment's / instruments duly calibrated & other facilities with them in adequate quantity to complete the work.
- The Authority or its representative visiting the site shall be extended full cooperation and he shall be explained about methodology adopted and shall be appraised about the measures adopted for accuracy of work.
- The equipment used shall be accessible to the SMTA or his representative for inspection to ensure its Suitability for the job. The coordinates of all traverse stations are to be calculated with respect to the co-ordinates of stations as given by relevant authority.
- The legend for surveying and preparation of plans shall conform to the Survey of Pakistan.
- Some field work may have to be done at night. The Concessionaire will have to make his own lighting arrangements etc. for night working.
- The Concessionaire at his cost shall ensure all road/traffic safety measures.
- All drawings shall be prepared on Auto CAD. The Auto CAD drawings shall have different layers for different entities like Road, Footpath, Median, Spot/Ground levels, Drain, Building, Boundary Wall, Over Ground utility and Ground Utility, Tree, Traverse Station, etc. X, Y, Z co-ordinates of all spot / ground points shall be provided In CSV file with point numbers and feature coding.
- All data shall be compatible with the latest road design software such as Eagle Point or Civil 3D.
- All the ground levels shall be plotted in the form of L-Section in computer AutoCAD with scale 1: 1000 horizontal, 1: 100 vertical.

2.2 Geotechnical Investigations



- 2.2.1 The Concessionaire shall carry out Geotechnical Investigations required for the design of road pavement structure(flexible and rigid), elevated Project Corridor, elevated and at-grade stations, flyover, and bridge over Lyari River, overhead / underground pedestrian structures, drains, culverts etc.
- 2.2.2 These investigations will include but not limited to:
- a) Boreholes and test pits (as per design requirements)
 - b) Soil Classifications
 - c) Atterberg's Limits
 - d) AASHTO Modified Proctor
 - e) Three point California Bearing Ratio (CBR) Test
 - f) In-situ Soil Density
 - g) Soil Bearing Capacity
 - h) Standard Penetration Tests (SPTs)
 - i) Direct Shear Test
 - j) Unconfined compression tests
 - k) Consolidation tests
 - l) Recommendations for foundations
 - m) Water Quality Test
 - n) Chemical test of soil
 - o) Logging of existing pavement structure
 - p) Plate Load Test
 - q) Test Pits and Bore Hole Logs
 - r) Applicable test for suitability of material from quarry sources eg. fine aggregates, coarse aggregates, embankment material, subbase, base, cement, steel, bitumen, etc.

2.3 Detailed Engineering Design

- 2.3.1 The Concessionaire shall prepare detailed geometric design for the Project Corridor covering horizontal alignment as well as vertical profiles. The geometric design shall take care of the BRT lanes, bus stations, Intersections, traffic lanes, service lanes, street furniture including street lighting details and general corridor layout. The principles of traffic engineering shall be duly adhered to while designing. Detailed architectural design of stations and allied facilities shall be carried out for the length of Project Corridor. Detailed structural design including design calculations and drawings for all structures including BRT elevated structure, Underpass near Yousuf Plaza, Bridge over Lyari near Sohrab Goth (new construction), pedestrian bridges (overhead & underpass), culverts, drains etc. or any other structure, if required as shown on the drawings.

- 2.3.2 The various activities under this task will include:

a) Pavement Design

The Concessionaire shall design the pavement structure for the new construction, widening and rehabilitation for the existing road, paved shoulders, medians, footpaths, verge (if applicable); Bridges, underpass, etc. Rigid pavement for stations shall also be designed.



b) Geometric Design

The detailed geometric design shall be carried out by the Concessionaire. Alignment plans, longitudinal sections and cross-sections at 20 meters intervals shall be prepared. Cross-sectional details for the entire stretch of Project Corridor shall be furnished incorporating all the features such as footpaths, lane details for all types of traffic, dedicated corridor details, the location of barriers segregating BRT lanes from other lanes, street light, road side drains etc.

A separate cross-section shall be developed showing bus stations, pedestrian bridges (overpass / underground) or any other feature that may be proposed at each bus station. Cross-section shall be prepared for each such location wherever there is a change in features/dimension. Stations may be of center type or split type as per design requirements.

Wherever feasible within the constraints of the available land, widening of the existing carriageway shall be provided.

The detailed design shall include the following:

- Project Corridor,
- Design of new structure on Lyari River near Sohrab Goth,
- Underpass for U-Turns of normal traffic near Yousuf Plaza
- Bus Stations,
- Pedestrian Structures (overhead and underground),
- Barrier / Fence along dedicated Project Corridor,
- Bus Depots,
- At-grade intersections design and modification / rehabilitation of existing intersections,
- Structures design and drawings including Rehabilitation and Repair plan for bridge, culverts, drainage structure.

c) Drainage design

The Concessionaire shall prepare detailed drainage plan including Hydraulic design calculations. This includes preparing detailed drainage layout, and hydraulic design (with calculations) by rational formula and on the basis of last 50 years rain fall intensity patterns in Karachi. The hydraulic design chart shall indicate reach wise drain details i.e. X-section, bed level at start & at end, gradient, velocity, designed and capacity discharge. Wherever necessary, new proper drains shall be proposed to replace the inadequate existing drains.

The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the Project Corridor.

d) Land Requirement Plan

The Concessionaire shall prepare land requirement plans, if any, and shall identify all structures in the right of way (ROW) which are required to be removed.



e) Electrical System Design

The Concessionaire shall be responsible for the design of all electrical systems for Project Corridor, Stations, depots, pedestrian bridges (underpass & overhead) including elevators and escalators, elevated structures, emergency power supply (UPS/Generators), etc.

f) Mechanical System Design

The Concessionaire shall be responsible for the mechanical design for installation of passenger lifts and escalators at BRT stations.

g) Pavement Marking / Signing Plans

The Concessionaire shall prepare detailed road marking plan with lane marking zebra crossing, stop lines, etc. Traffic signing plans along the corridor and at stations shall be prepared as per standard practices for BRT systems. Gantry signs and cantilever signs shall be proposed as per site requirements.

h) Landscaping

The Concessionaire shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of-way with a view to beautify the corridor and making the environment along the Project Corridor pleasing. The existing trees / plants shall be retained to the extent possible for re-plantation.

3. Construction of the Blue Line BRT Infrastructure and Allied Facilities

- 3.1 The Concessionaire will be responsible for all aspects of construction in conformity with AASHTO Standards, the NHA General Specifications, 1998 and in accordance with the Concession Agreement, including the Construction Requirements, as set out in the Concession Agreement.
- 3.2 During construction, the Concessionaire will be required to comply with the traffic management requirements set out in the Concession Agreement to minimize the impact of construction on other existing road viz. Jehangir Road, S.M. Toufeeque Road, Shahrah-e-Pakistan, Motorway M9 and provide certainty for users.
- 3.3 As stated in the Concession Agreement, the Concessionaire must plan for the Substantial Completion Date no later than twenty four (24) Months after the Commencement Date.
- 3.4 Cost overruns and delays in completing the work shall be governed by the Concession Agreement and related GoS Agreements.
- 3.5 Carry-out quality control tests as per NHA General Specifications, 1998 (AASHTO recommendations) (see Schedule G (List of Tests & Completion Tests) of the Concession Agreement as per AASHTO and ASTM references). Records of tests will be signed-off by the Independent Engineer.
- 3.6 Submit the Construction Programme of the Project.



- 3.7 Submit road safety plan and issues and diversion plan during construction to obtain control of traffic in the alignment corridor and with minimum hindrance to traffic and make proper liaison with the local police and other relevant civil authorities of the area before start of the works.
- 3.8 Provide independent supervision staff and facilitates with offices and inspection vehicles.
- 3.9 Use construction material from approved sources with appropriate tests certification.
- 3.10 Make sure that the Project Site remains clean from any debris, construction material and-machinery during the operations period.
- 3.11 Follow international and local safety standards and best practices and procedure during the Construction Period.
- 3.12 Submit the 'As-built drawings' at the completion of the Construction Works in accordance with this Agreement.

4. Operation and Maintenance

- 4.1 The Concessionaire is required to carry out the Operation and Maintenance in respect of the Project in conformity with AASHTO Standards and in accordance with this Agreement. The O&M Requirements are set out in the Main Body of this Agreement (including Article 19 (Operation and Maintenance) and Schedule H (O&M Requirements) of the Concession Agreement.
- 4.2 The general scope of Operation and Maintenance includes all services associated with the planning, management and delivery of the operations, maintenance and asset preservation activities to ensure compliance with AASHTO Standards and with all performance measures set out in this Agreement.
- 4.3 The Project should not require a Major Maintenance before ten (10) years of Substantial Completion Date and afterwards, should not require another major maintenance before ten (10) years of first Major Maintenance. The Concessionaire shall build the Major Maintenance expense into their Annuity Amount Payments for that year; however, the payment for the Major Maintenance shall be made at the time of actual expense only after certification by the Independent Engineer and the Independent Auditor.

5. Operations Role

- 5.1 The Concessionaire will ensure the smooth flow of buses and minimization of delay and closures.
- 5.2 The Concessionaire will ensure the safety of commuters and will provide emergency support to commuters.
- 5.3 Control building, safety vehicle, tow trucks, ambulances, patrolling vehicles will be used by developer to ensure smooth operations of Project Works.



- 5.4 Administration, monitoring of conditions, traffic control, assessment of the need for load restriction, tire inflation pressure for the articulated buses / BRT vehicles, posting of warnings to vehicles, and signage.
- 5.5 Rest areas and other facilitations will be operated and maintained by the Concessionaire.
- 5.6 Quality management on a self-auditing basis, in conformity with AASHTO testing procedures.
- 5.7 Operation methodology:
 - Patrolling on three (3) hours intervals, on 24/7/365 basis
 - Emergency and rescue response system
 - Provision of Tow away facilities
 - Provision of emergency medical services/ambulance/clinic
 - Maintaining death/injuries data
 - Maintaining operational crew & equipment for emergency maintenance
 - Preparing and implementing education programs and campaigns on:
 - i. Road safety and customer safety
 - ii. Customer response & comments
 - iii. Customer awareness
 - iv. Operational staff awareness
 - v. Incentives for frequent / regular BRT users
 - vi. Maintaining fire fighting systems
 - vii. Maintaining the MIS data-base

6. Maintenance of BRT Infrastructure

6.1 General:

The Concessionaire shall maintain the Concession Assets including the Project Facilities, the Blue Line BRT Infrastructure and the related busway pavement, structures, bridge, underpass, pavement markings, drainage infrastructure, electrical systems, mechanical installations, landscaping through inspections, periodic repairs, major maintenance and emergency maintenance.

- 6.1.1 Project Site / Project Assets shall be free from debris, surplus material or leftover construction material at all times.
- 6.1.2 It is an implicit requirement of the Concession that the Concessionaire shall maintain the facility in good order throughout the Concession Period as per the performance criteria set out in this appendix. It is also a requirement that the Concessionaire shall transfer the facility to the Authority, at the end of the Concession period, in an acceptable and well maintained condition.
- 6.1.3 The assessment of condition at transfer will be made by an Independent Engineer in accordance with the requirements of the Concession Agreement. Before issuing the Certificate of Transfer the Independent Engineer must be satisfied that all elements of the BRT infrastructure are of an adequate condition such that, in his professional opinion:



- No heavy repairs or structural overlay to the pavement will be required within 2 years from transfer,
 - No major replacement or rehabilitation of elevators, escalators, street lighting or traffic management equipment within 5 years from transfer,
 - No heavy repairs to structures are required within 10 years from transfer.
- 6.1.4 The Concessionaire will be required to prepare and undertake a Maintenance Programme with the objectives of ensuring that the BRT infrastructure can be operated efficiently throughout the Concession Period and satisfies the condition criteria at transfer.
- 6.1.5 Maintenance of the facility can be broadly divided into two specific areas: day-to-day corrective action to remedy faults due to vehicle damage, vandalism and reported malfunctions; and planned maintenance based on regular inspection, assessment of condition against specified performance thresholds.
- 6.1.6 For both of these types of maintenance activity, a comprehensive database shall be established by the Concessionaire, detailing in date order, all reported faults (whether through planned maintenance inspections or reports from members of the public, police or other government bodies) and the corrective action taken. All such records shall remain available for inspection by the Authority for a period of 5 years.
- 6.1.7 The Concessionaire will be required to prepare and undertake a Maintenance Programme with the objectives of ensuring that the BRT infrastructure can be operated efficiently throughout the Concession Period and satisfies the condition criteria at transfer.
- 6.1.8 Maintenance of the facility can be broadly divided into two specific areas: day-to-day corrective action to remedy faults due to vehicle damage, vandalism and reported malfunctions; and planned maintenance based on regular inspection, assessment of condition against specified performance thresholds.
- 6.1.9 For both of these types of maintenance activity, a comprehensive database shall be established by the Concessionaire, detailing in date order, all reported faults (whether through planned maintenance inspections or reports from members of the public, police or other government bodies) and the corrective action taken. All such records shall remain available for inspection by the Authority for a period of 5 years.
- 6.1.10 To assist the Concessionaire in preparing his Bid the following sub-sections set out the minimum levels of monitoring and maintenance performance that will be expected of the Concessionaire. It should be noted that in setting these minimum standards the Authority does not relieve the Concessionaire of its overall obligations as set out in paragraphs 3.1.1 and 3.1.2 above.

6.2 Road Pavement of Project Corridor



- 6.2.1 The need for periodic maintenance of the road pavement of Project Corridor will be determined by the use of annual condition and usage surveys. The function of these surveys will be to record, in both absolute and relative terms, the road pavement's performance with regard to skid resistance, ride ability and structural integrity.
- 6.2.2 On an annual basis, condition surveys shall be undertaken of the whole road pavement along Project Corridor within the Project Site, these surveys shall be divided into one Kilometer sections and shall record:
- The location, type and magnitude of all cracking in the road pavement (block cracking, alligator cracking, longitudinal and transverse cracking, and edge cracking),
 - The location, condition and magnitude of all existing sealing compound in the road pavement,
 - The extent of all potholes and patching, both within the pavement and at the pavement edge,
 - The structural strength of the road pavement and its sub layers, as indicated by the extent of any depressions, or rutting in the inner and outer wheel tracks of the nearside lane,
 - The extent of any bleeding, stripping or spreading of the road surface;
 - The skidding resistance of the wearing surface; and
 - The riding quality (roughness) of the pavement.
- 6.2.3 Based on the findings of these surveys, a planned maintenance programme shall be developed and agreed with the Authority for following year, the objective of such a programme being to take remedial action at the earliest possible time to both reduce the overall need for maintenance and the consequent disruption to traffic.
- 6.2.4 In determining this maintenance programme, it will be a mandatory requirement that the condition of the road pavement conforms to the following minimum performance standards throughout the period of the Concession.
- 6.2.5 Extent of Cracking and Joint Sealing
No cracking is allowed within Project Corridor.
- 6.2.6 Extent of Potholes / Depressions
No potholes are allowed within Project Corridor.
- 6.2.7 Extent of Rutting
No rutting is allowed within Project Corridor.
- 6.2.8 Bleeding / Ravelling
No bleeding / ravelling is allowed within Project Corridor.
- 6.2.9 Pavement Edge Deformation / Edge Drop Off
No pavement edge deformation / edge drop off is allowed within Project Corridor.



6.2.10 Degree of Skid Resistance

The skidding resistance of the road surface shall exceed the SCRIM levels set out in **Table 6-1**, or other equivalent standards established through use of alternative testing methods. The provisions of the AASHTO Guideline for Skid Resistant Pavement Design should also be followed.

Table 6-1: Skidding Resistance, Minimum Performance

Location	Minimum SCRIM co-efficient
Project Corridor	0.35
Corridor with Curvature less than 100m Radius	0.60
Traffic Signal Approaches	0.55
Turnarounds	0.55

6.2.11 Riding Quality

- The roughness of the pavement, over any one kilometer length, shall not exceed value of 2.0 meters per kilometer, as measured using the 'Bump Integrate' or 'Road Surface Laser Profilometer' technique or an equivalent alternative standard established through use of alternative testing methods.
- In addition to ensuring that the road pavement meets the above stated minimum performance criteria, the Concessionaire will also be required to conduct a 'routine maintenance programme' to ensure that the road pavement is adequately protected from rapid deterioration through the day-to-day actions of traffic and water penetration. This programme shall include, but not be limited to:
 - Making good all potholes and edge failures within two days of their being Identified or reported,
 - Sealing all pavement cracks at the earliest possible, and
 - Repairing any existing joint or crack-filling sealant that have ceased to be effective.

6.3 Structures

- 6.3.1 All bridge structures should provide smooth ride, should be structurally sound, all substructures should be free of blockage, no structural crack and functional cracks are allowed. Parapet walls and railings if any are in acceptable condition, bearing are all checked and approved by the Independent Engineer.
- 6.3.2 All structures shall be fully inspected at monthly intervals as part of a planned monitoring procedure.
- 6.3.3 In addition, any structure that has been the subject of collision or other damage shall be inspected as soon as is practical, and in any event within a period of 24 hours of the incident taking place.
- 6.3.4 If such an inspection shows that the structure's structural integrity has been compromised, appropriate action shall be taken immediately to ensure the safety of road users. Remedial repairs should then be undertaken, as soon as is practical, to restore the structure to a safe operational condition.
- 6.3.5 Minor damage that does not in any way compromise the structural integrity of the structure shall be carried out within one month as part of a maintenance programme.
- 6.3.6 Retaining walls or toe walls should be structurally sound with all weep holes operational with proper backfill, cleaned and painted where required.



- 6.3.7 Safety barriers should be structurally sound, replaced with new one wherever broken, damaged or missing and must meet international safety standards

6.4 Drainage

- 6.4.1 The drainage system shall be inspected and routinely maintained at three-monthly intervals. The timing of these inspections shall be such as to ensure that the system is fully functional at times of heaviest rainfall and there is no water ponding which may cause damage to the road pavement.
- 6.4.2 The three-monthly inspection and routine maintenance shall be designed to ensure that the system is free of silt and other debris, that all covers and manholes are in place and secured, and that all oil interceptors are cleaned and are fully functional. Catch basins and culvert inlets and outlets should also be cleaned regularly to remove accumulated debris.
- 6.4.3 In addition, at one-yearly interval the drainage system shall be fully inspected to ascertain its structural integrity, and appropriate remedial action shall be taken as necessary.

6.5 Road Lighting

- 6.5.1 Routine maintenance activities shall be undertaken at the intervals specified in **Table 6-22**.

Table 6-2: Road Lighting Maintenance Schedule

Interval	Maintenance Activity
Every 14 days	Remedy and defect leading to non-illumination of the lamp fitting
Every 12 months	Clean all lanterns and examine the water tightness, mechanical, structural and electrical integrity of the installation and carry out all necessary remedial repairs
Every 36 months	Bulk change all High Pressure Sodium lamps (SON and SON-T)
Once in 10 years or earlier if necessary	Repaint all lamp column in accordance with relevant standards

- 6.5.2 All faults that are not rectified at the time of inspection shall be rectified as follows:
- Where the identified fault represents a structural or electrical safety hazard, steps shall be taken to effect a permanent or temporary repair within 24 hours and all temporary repairs shall be permanently rectified within a period of 3 days,
 - Where lighting failures constitute a road safety hazard the failure shall be rectified as soon as possible and at least within 3 days of the inspection, and
 - Isolated lamp failures that do not constitute a road safety hazard, and any other defects that do not compromise safety, shall be rectified within one month as part of a maintenance programme.
 - In addition to the routine maintenance regime set out in **Table 6-32**, bulk changes of all lamps shall be carried at intervals appropriate to the type of lamp used.



6.6 Road Sign

- 6.6.1 Routine maintenance of road signs shall be of two types. The first relates to the visibility and safety of the sign installation and the second relates to the overall condition of the sign.
- 6.6.2 Routine maintenance activities shall be undertaken at the intervals specified in **Table 6-36-3**.
- 6.6.3 The maintenance activities set out in **Table 6-3** shall include the inspection of all signs at the intervals specified, for the purpose of identifying and rectifying the particular category of fault. All faults that are not rectified at the time of inspection shall be rectified as follows:
- where the identified fault represents a safety hazard, steps shall be taken to effect a permanent or temporary repair within 24 hours and all temporary repairs shall be permanently rectified within a period of 5 days,
 - where the identified fault does not represent a safety hazard, remedial action shall be undertaken as soon as is practical within the next one-month period, as part of a maintenance programme, and
 - Any road sign that is damaged beyond repair shall be replaced at the earliest opportunity and in any event within 5 days of the damage occurring.

Table 6-3: Road Signs, Maintenance Schedule

Interval	Maintenance activity
Daily	Visual inspection for damage or vandalism and the effecting of all emergency repair work identified through inspection or reported by the public, police or the Authority
Every 28 days	Remedy any defect resulting in non-illumination of lamps
At least every 6 months but more regularly if needed	Clean the surface material of all signs and luminaries and take appropriate action to ensure that unobstructed visibility is maintained
Every 2 years	Maintain all electrical installations and remedy any identified faults in accordance with the approved standard
Every 2 years	Check the structural integrity of all signs including the security of all brackets , bolts and other fittings, the condition of all rivets, welded joints, frames , post and gantries, and carry out all necessary remedial works. Check the appearance and condition of the sign in terms of legibility, luminance, color and retro reflective properties, and carry out all necessary remedial works.

6.7 Road Markings and Raised Pavement Studs (Cateyes)

- 6.7.1 All thermoplastic road markings and raised pavement studs (cateyes) shall be subjected to routine inspection at least once every month. These inspections shall be aimed at determining the extent of degradation of the markings due to:
- Normal wear and tear or damage,
 - Spread due to movement of the road surface or plasticity of the material,



- Loss of color,
- Reduction in skid resistance, and
- Reduction in retro-reflective properties.

6.7.2 Apart from subjective inspections of retro-reflective properties, all inspections shall be carried out in daylight conditions.

6.7.3 In all classes where the level of degradation exceeds the limits set out in

6.7.4 **Table 6-4**, corrective maintenance shall be undertaken within a period of one month.

Table 6-4: Road Makings, Maintenance Performance Thresholds

Type of Degradation	Threshold for corrective maintenance
Water (erosion)	70% or less of the thermoplastic material remaining on the road surface
Spread	10% or greater increase in the dimension of the markings when compared with specified dimensions
Color (luminance factor)	Luminance factor 45% or less
Skid resistance	For normal longitudinal markings a skid resistance value of 45 or less. For markings with large surface area e.g. arrows or lettering, a skid resistance value of 55 or less
Retro-reflectivity	Nominal 10mcd/m ² /lux

6.8 Fence

6.8.1 All perimeter security fencing shall be inspected for damage and vandalism on routine basis, and necessary repairs shall be effected within a further seven days.

6.8.2 In addition, a condition survey shall be carried out every three months and all necessary repairs, painting and replacement measures that are required to maintain the perimeter security fence in good order shall be carried out as part of a maintenance program.

6.9 Traffic Control Devices

6.9.1 Maintenance of safety barriers shall be of two types. The first relates to identifying and rectifying collision damage, and the second relates to maintaining the overall condition of safety barrier.

6.9.2 All vehicular safety barriers shall be visually examined on a daily basis to identify damage. All such damage that is identified shall be made safe at the earliest opportunity, and in any event within a period of 24 hours. In addition, permanent repairs to all damaged sections of safety barrier shall be effected within a period of three days.

6.9.3 All safety barriers shall be inspected at one-monthly intervals to determine their condition in terms of structural integrity and horizontal and vertical alignment. Any identified defects that relate directly to user



safety shall be rectified as soon as is practical, and in any event made temporarily safe within a period of 24 hours and fully rectified within the following three days.

6.9.4 Other identified defects that do not affect user safety shall be rectified as part of maintenance programme.

7 Procurement, design and installation of priority signals (in coordination with ITS requirements)

7.1 The Concessionaire shall be responsible for procuring, designing and installation of priority signal at signalized intersections in consultation with the Fare Collection / ITS Concessionaire and traffic engineering department.

7.2 The solution system proposed for the project is GPS Priority Control Solution.

7.3 The system shall combine state of the art digital radio and GPS technologies.

7.4 The system architecture shall consist of four elements, namely:

7.4.1 Embedded radio

A 2.4 GHz Frequency Hopping, Time Division Multiple Access radio network enabling robust, secure, and flexible communications links from vehicles to intersections, intersections to vehicles, and intersections to intersections shall be embedded in both the Intersection and Vehicle components of the GPS system.

7.4.2 Intersection equipment

The Intersection portion of priority control system shall consist of two main components, a priority request server (also known as a phase selector) located in the cabinet of the controlled intersection, and a GPS receiver and radio module located on the controlled intersection's mast arm.

7.4.3 Vehicle equipment

The vehicle components of the GPS priority control system consist of a Transit Priority Radio/GPS Control Unit with an embedded 2.4 GHz frequency hopping spread spectrum digital radio and GPS/Radio Antenna.

7.4.4 Central Management Software

Remote management of the Transit Signal Priority system from the traffic or transit operations center shall be achieved with the Central Management Software (CMS). This shall provide the ability to manage the system from the control room resulting in greater operational efficiency and reduced maintenance costs.

7.5 Upon installation, the control of signals shall be with the Authority.

8 Provide Security Services along the Corridor

8.1 The Concessionaire shall provide, render and ensure Security Services as assigned by the Authority on round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays. The Concessionaire shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless otherwise directed by Authority the requirements of this Scope of Work shall continue uninterrupted despite strikes, sit-ins, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).



- 8.2 The Concessionaire shall be responsible for securing the Project Corridor by preventing people from crossing / breaking / vandalizing the perimeter fence of the dedicated Project Corridor. The responsibility for protecting the bus depots and dedicated corridor entry / exit points (at intersections) shall be with the Bus Operator while the responsibility for protecting the stations shall rest with the revenue / ITS Concessionaire.
- 8.3 The Concessionaire must be a guarantee company, shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of any statutory /regulatory body / authority.
- 8.4 The Concessionaire shall abide by all the rules and regulations laid down by the Authority.
- 8.5 The Concessionaire shall perform, but not limited to, the following duties:
- 8.5.1 Control unauthorized access to Project Corridor.
 - 8.5.2 Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Authority's permission in the Project Corridor.
 - 8.5.3 In case of any theft/ trespassing/Unauthorized access to the Project Corridor or any other act that is under non-compliance of Authority's rules and regulations, the Concessionaire may be delegated power to impose and collect fines as per Authority's Rules and Regulations from the offender or hold, retain and handover the offender to police as per case demand. The Concessionaire shall also help the Authority in lodging First Information Report (FIR) with Police, if required.
 - 8.5.4 Recognize and respond to security threats or breaches.
 - 8.5.5 Recognize and respond (including passenger evacuation) to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short-circuits etc.
 - 8.5.6 Maintain log of all security violations and report occurrences to the Authority as quickly as possible considering the nature of the violation;
 - 8.5.7 Provide electronic evidence of Security Staff attendance at each location (Biometrics, etc.)
 - 8.5.8 Concessionaire will supply all the staff necessary to complete the duties of this contract. The Concessionaire will carry out the work in a professional manner and to the satisfaction of this authority and will perform all services with qualified staff.
 - 8.5.9 The Concessionaire shall be responsible for furnishing all labor, uniforms, flashlights, batteries, cellular phones / communication devices, chargers and other related equipment
 - 8.5.10 The Concessionaire will be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is his responsibility to see that all their Activities are properly coordinated with the BRT operations and modify assignments as required.
- 8.6 The Authority reserves the right to modify this coverage as deemed appropriate to meet its needs.
- 8.7 The Concessionaire is responsible for providing and maintaining any related transportation needs. The vehicles shall be adequate in number and in good working condition. The Concessionaire shall be responsible for all maintenance / repair and replacement of such vehicles. It shall have the Authority logo prominently displayed at all times. The vehicles shall not enter the corridor without Authority's permission.



- 8.8 The Concessionaire shall be responsible for all acts done by the personnel engaged by it. The Concessionaire shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services. The Concessionaire or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the passengers in buses. The Concessionaire shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Authority's rules and regulations, and instructions.
- 8.9 The Concessionaire will ensure proper License / permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Concessionaire shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Concessionaire or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
- 8.10 An authorized representative of the Concessionaire shall ensure his/her presence at short notice when required by the Authority.
- 8.11 The Concessionaire shall not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor without prior written permission of the Authority, and if Authority gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Concessionaire shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.
- 8.12 The Concessionaire shall be responsible for the confidentiality of the information. The Concessionaire shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security Services. Neither the Concessionaire nor any of its employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the Authority.
- 8.13 The Concessionaire is responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI, etc as per labor laws. The Authority shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing / executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Concessionaire.
- 8.14 The Concessionaire shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
- 8.15 The Concessionaire shall be liable to the penalty for any loss incurred or suffered /any damage caused to movable or immovable property of the Authority, on account of delayed, deficient or inadequate Security



Services, or interruption in the Security Services for reasons directly and solely attributable to the Concessionaire.

- 8.16 The Security Services of the Concessionaire shall be reviewed on regular basis or as decided by the Authority. The Concessionaire shall be liable to penalty if the Security Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement.
- 8.17 The Concessionaire shall agree to remove from the site, whenever required to do so by the Authority, any employee considered by the Authority to be unsatisfactory or undesirable, within the limits of any applicable scope.
- 8.18 The Concessionaire shall provide detailed Execution plan, Methodology within two (2) weeks of signing of contract.
- 8.19 The Concessionaire personnel shall not enter Project Corridor without valid entry cards issued by the Authority.
- 8.20 The Concessionaire shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the Authority's expectations.
- 8.21 All Concessionaire's staff on duty shall wear uniform. The Concessionaire shall provide seasonal uniforms and weather-appropriate protective clothing to his staff necessary to support continuous performance of contract requirements. The color and style of uniforms will be selected by the Authority from different options provided by the Concessionaire.
- 8.22 Their appearance shall set a good example. The Concessionaire shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- 8.23 The Concessionaire shall ensure all guards are provided with the appropriate identification.
- 8.24 The identification shall include display of valid security company ID, containing picture of the officer, at all times while in the facility as part of their uniform requirements.
- 8.25 All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases.
- 8.26 The age limit of security guard shall be from 18 to 45 years.
- 8.27 The Concessionaire shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.



- 8.28 Security personnel shall, at all times, be polite, courteous, respectful and responsive to Authority officers, etc.
- 8.29 No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.
- 8.30 If the assigned officer does not report on time the Contractor is required to send a placement officer immediately, without jeopardizing the security.
- 8.31 The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirements.

9 Lead and liaise with other Concessionaires to complete Environmental Impact Assessment (EIA)

9.1 General

The Concessionaire is required to carry out an EIA. The objective of the EIA is to provide an understanding of the environmental impacts of the proposed project. The EIA would address the environmental benefits expected to accrue as a result of developing the Blue Line Project Corridor.

The interest of the local communities, who may suffer from property or community severance, denied access and other adverse environmental fallouts as a result of development of Project Corridor, shall be protected. Community consolation shall therefore, be an essential part of the project.

The Concessionaire shall carry out an Environmental Impact Assessment (EIA) of the project in liaison with the Bus Operator and Fare Collection / ITS Concessionaire.

The EIA study shall be conducted in various phases as described below: scoping, stakeholder consultation, baseline studies, environmental impact assessment, environmental mitigation and measures. These are briefly described below.

9.2 Scoping

Scoping is a broad term that refers to the process through which potential environmental issues associated with a proposed project are identified. Through this process, it shall be ensured that all the important issues are considered. The issues which require detailed assessment shall be identified and assessed in the subsequent phases, while issues that are not relevant shall be screened out. The key activities that shall be undertaken in this stage include the initial compilation of the project description, relevant literature, environmental information, and institutional and legal requirements, and the preparation of an initial list of stakeholders and the public consultation plan.

The key activities of this phase shall include:

9.2.1 Project Data Compilation

A generic description of the proposed activities relevant to environmental assessment shall be compiled with the help of the proponent.



9.2.2 Published Literature Review

Secondary data on weather, soil, water resources, wildlife, and vegetation shall be reviewed and compiled.

9.2.3 Legislative Review

Information on relevant legislation, regulations, guidelines and standards shall be reviewed and compiled.

9.2.4 Identification of Potential Impacts

The information collected in the previous steps shall be reviewed and potential environmental issues identified.

9.3 Stakeholder Consultation

The stakeholder consultation shall include meetings and interviews to solicit the opinions and view of the stakeholders.

9.4 Baseline Data Collection

Field investigation and survey shall be conducted to obtain the following important information:

- Geomorphology
- Ambient Air Quality
- Ambient Noise Level
- Ground Water Quality and Quantity
- Biological Environment
- Socio-Economic Profile.
- Resettlement and Rehabilitation.

9.5 Impact Assessment

9.5.1 The environmental, socio-economic and project information collected shall be used to assess the potential impacts of the proposed activities. The issues to be studied include potential project impacts on:

- Geomorphology
- Physical Environment
- Biological Environment
- Socio-Economic Profile
- Resettlement and Rehabilitation

9.5.2 The impact of the proposed Project on the physical, biological and socio-economic environment of the Project Area shall be visualized which are likely to occur during the construction and operation phases.

9.6 Mitigation Measures and Implementation Arrangements

Adequate mitigation measures and implementation mechanisms shall be proposed so that the proponent could incorporate them before hand in the design phase.



9.7 Environmental Monitoring & Management Plan (EMMP)

An Environmental Monitoring Management Plan (EMMP) shall be prepared to verify accuracy of predictions in the EIA, detect any unpredicted impacts, and monitor the effectiveness of the mitigation measures and recommend improvements as necessary.

9.8 Documentation / (EIA) Report

The EIA Report shall be prepared according to the Guidelines issued by the Sindh Environmental Protection Agency (SEPA) and the applicable laws.

10 Temporary Road, Traffic Management and Control, General Protection

10.1.1 Layout plans showing the detailed proposals of temporary diversions to be carried out by the Concessionaire/its Contractor(s) shall be submitted to the Independent Engineer and to concerned district police and civil agencies for their written approval ten (10) days before the implementation date. At no time, closure of a complete section of the road shall be allowed for construction works.

10.1.2 Diversions must be constructed in advance of any interference with the existing carriage way and shall be maintained in accordance with traffic load in a condition satisfactory to the Independent Engineer.

10.1.3 The Concessionaire shall also identify sites and land parcels where construction material and machinery shall be kept during the construction phase.

11 Location of Utility Services

Location and identification of all services, in consultation with relevant utility service provider(s), whether above ground or below the ground shall be Concessionaire's and its Contractor(s)' responsibility. Following transfer of Project Site by the Authority to the Concessionaire, free from any encumbrances, the removal, relocation, reinstatement or diversion of obstructing utilities shall be the responsibility of the GoS.

12 Ensuring minimal disruption to BRT service by coordinating with other Concessionaires

The Concessionaire shall be responsible for ensuring there is minimal disruption to the BRT service by coordinating with the Bus Operator and Fare Collection / ITS Concessionaire. The Concessionaire shall work with the other Concessionaires during the design, construction and operations phase of the project.

13 Performance Criteria and Penalties

S. No.	Performance Indicators	Penalties in Rupees	Response Time
1	Pothole on paved roads	8,000/day/pothole	2 days
2	Edge failure on paved roads	6,000/day/failure	2 days
3	Rutting more than 20m long and 10mm deep on paved road	3,000/day/rut	5 days
4	Drains, ditches, and other drainage structures to be cleaned	1,000/day/culvert or drain	10 days
5	Bridge parapets / barriers, expansion joints to be maintained	6,000/day/joint	3 days



S. No.	Performance Indicators	Penalties in Rupees	Response Time
6	Vertical signs to be well-placed, cleaned and visible day and night	2,000/day/Sign	5 days
7	Horizontal lane markings to be well maintained	1,000/m/day	5 days
8	Safety Barrier/Project Corridor to be cleaned, well-maintained and visible during day and night	500/day/km or part of	5 days
9	Traffic control and safety in work zones to be fully operational and in accordance with standard specifications	500/day/km or part of	5 days
10	Litter or residues on or around pavement	500/day of delay	5 days

Note:

For Project Corridor, the Ride quality (IRI) shall not exceed 2.0 m/km. In case IRI exceeds the limit, then Overlay/Rehabilitation shall be undertaken to bring back IRI below 2.0 m/km.

For bridges on the project, the deflection shall not exceed span length divided by 300 i.e. (Span/300) or the structure shall not reflect any structural cracking. In case the bridges/ culverts exceed the limits or reflect structural cracking, periodic rehabilitation or replacement would be undertaken accordingly.

All penalties will be doubled after the response time is over.

14 Service Level Parameters (Security Services)

In case of non-performance of the Concessionaire for scope of work / responsibility or its obligation, fines shall be charged as defined in table below. Such fines shall be limited to 10% (ten percent) of the annual contract value. If the cumulative amount of such fines exceeds 10 % of the annual contract value, then it shall be considered as event of default on part of the Concessionaire.

Rate per Service Hour (RPSH) = (Bid Value x 12) / [(G1 +G2+G3) x 8 x 365]

G1 = No. of Security Staff in Morning shift

G2 = No. of Security Staff in Evening shift

G3 = No. of Security Staff in night shift

S. No.	Description of Infraction	Fine for each occurrence (PKR)	
1	Security Staff coming on duty not on time for every shift/ Absent from the post during duty hours	Up to 15 minutes	1 x RPSH
		16 to 30 minutes	2 x RPSH
		31 to 60 minutes	4 x RPSH
		61 to 120 minutes.	10 x RPSH
		more than 120 minutes	30 x RPSH
2	After Shift Leaving duty without giving charge to the next guard	1 x RPSH	



3	Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours	2 x RPSH	
4	Guard untidy, without proper uniform and identification	5 x RPSH	
5	For delay in reporting outward incidents including but not limited to robbery, theft, any use of fire arms, accidents resulting in injury or death, fire, short circuit, damage to infrastructure: within Project Corridor	20 to 30 minutes delay	4 x RPSH
		> 30 to 60 minutes delay	6 x RPSH

15 Bus Depot

Bus depot should be functional and structurally sound. All buildings of bus depot should be in good shape, properly painted inside and outside, no structural damage inside and outside the building, water supply, drainage system and electrical appliances if any are all functional and in line with the needs of users, no damage in the internal road pavement and bus parking and maintenance area.

16 Facilities to be provided by Concessionaire:

16.1 Temporary Water Supply

16.1.1 The Concessionaire shall be responsible for supply of water for construction activities, for offices and accommodation of Concessionaire. The water supplied shall be without any impurities and fit for respective consumption.

16.1.2 Where water tank and pumps are temporarily removed, a supply of potable water suitable for human consumption must be maintained by the Concessionaire to the affected property.

16.2 Facilities

16.2.1 The Concessionaire shall provide following facilities for the Independent Engineer, the Project Manager and their staff:

- **Provide, furnish, equip and maintain site office**

The office shall be constructed, furnished, fully equipped (including but not limited to computers, Xerox machines and any other equipment required for operating the site office) and maintained by the Concessionaire, at all times during the duration of the Concession Period including extension period if any.

The minimum area of the site office shall be 6,000 sq. ft.

- **Provide, furnish equip and maintain accommodation**

The accommodation shall be rented, furnished, equipped and maintained by the Concessionaire, at all times during the duration of the Concession Period including extension period if any.

- **Survey Equipment**



The survey equipment shall be provided and maintained by the Concessionaire along with survey helpers and all consumable, at all times during the duration of the Concession Period including extension period if any.

- **Vehicles**

The vehicles shall be provided with driver, fuel, maintenance, insurance, registration etc by the Concessionaire at all times during the duration of the Concession Period including extension period if any.

The Concessionaire shall procure brand new vehicles for the Authority at Financial Close or Construction Start Date, whichever is earlier, shall include;

- 1 Revo (double cabin)
- 4 Suzuki Cultus
- 2 Honda CD-70

- **Laboratory Facility With Testing Equipment**

- i. The Concessionaire shall furnish the laboratory testing facility with testing equipment, services, supplies, attendants, furniture and its running and maintenance cost for the tests to be conducted.
 - 02 Sets of Non destructive testing (NDT) equipment for in place of strength of concrete (CAPO) testing
 - 02 sets of Ferro Scanning Equipment
 - 02 set of non destructive testing (NDT) Pile Integrity Test Equipment
- ii. All tests shall be executed according to AASHTO, ASTM standards and NHA General Specifications, 1998 and all required equipment (except such equipment as is mutually agreed between the Independent Engineer and the Concessionaire) for facilitation of the tests should be furnished in the lab with two sets of latest editions of prescribed standards (one to be placed in the laboratory and other for the Independent Engineer).

17 Financing

- 17.1 The Concessionaire is responsible for developing and implementing the financing structure for the Concession including the financing and commercial arrangements for the design, construction, operations and maintenance work in accordance with the Concession Agreement.
- 17.2 The Concessionaire shall not undertake or permit and hereby undertakes to ensure that the Sponsor does not undertake or permit any Change In Complete Control, Change In Control and/or Change In Shareholding during the Concession Period, except as may be permitted pursuant to this Agreement.
- 17.3 The Project shall be financed as given in the financial model submitted with the Proposal.

18 Hand-over of the Concession Assets



The Concessionaire is responsible for handing over the Concession Assets to the Authority in a good working condition at the end of the Concession Period as specified in this Agreement without any further compensation to the Concessionaire at the time of such transfer, except as otherwise stated in this Agreement. The Concession Assets are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions of this Agreement.



ANNEXURE M – PROJECT LOCATION PLAN

