

20th September, 2014



REQUEST FOR PROPOSAL

**IMPLEMENTATION OF E-TICKETING SYSTEM FOR
PUBLIC TRANSPORT IN LAHORE
ON
BUILT-OPERATE-TRANSFER (BOT) BASIS**



LAHORE TRANSPORT COMPANY



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**IMPLEMENTATION OF E-TICKETING SYSTEM FOR
PUBLIC TRANSPORT IN LAHORE**

Request For Proposal

Chapter 1
Instructions to Bidders



A.1. Introduction

Lahore Transport Company (LTC) has been established under the provisions of Provincial Motor Vehicles Ordinance (Amendment) Act 2009 as an Urban Transport Company. LTC has been registered under section 42 of Companies Ordinance 1984. LTC is primarily a regulatory body which has been tasked to ensure a smooth running transport system in Lahore which will provide the commuters a safe, efficient and affordable transport service. LTC is expected to be a self sustaining organ of the Government of Punjab.

This RFP invites all interested Bidders to submit technical and financial proposals to compete for the Project on a limited resources basis under a BOT arrangement. To be considered for this award, Bidders are required to submit responsive Technical and Financial proposals for the Project (IMPLEMENTATION OF E-TICKETING SYSTEM FOR PUBLIC TRANSPORT IN LAHORE).

Lahore Transport Company requests Tender Bids in sealed envelopes as mentioned in this document. Proponents applying for bids should submit **Two separate bids/envelopes for Financial Proposal and Technical Proposal**.

A.2. General

A.2.1. Cost of Bidding

The Bidder shall be responsible for all fees, costs and expenses incurred in preparing and negotiating any proposal submitted by it, and under no circumstances shall the LTC become liable to reimburse any Bidder for any such fees, costs or expenses regardless of the conduct or outcome of the bidding process

A.2.2. Survey

The bidders are advised to conduct survey for all the routes of the Urban Buses mentioned in this project and to obtain; for itself on its own responsibility, all information that may be necessary for preparation of their Bid and entering into a Concession Agreement.

The Bidders are also advised to visit the office of Chief Technical Officer to understand the scope of project in detail. The costs incurred in conducting surveys or visit LTC office shall be at the Bidder's own expense.

A.2.3. Amendment of Bidding Documents

At any time prior to the Bid Submission Date, the LTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.



The amendment will be notified in writing or by e-mail, or facsimile to all the Bidders who have qualified during EOI phase, and will be binding upon them. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their Bids, the LTC may, at its discretion, extend the deadline for the submission of Bids.

A.3. Preparation of Bid

A.3.1. Proposal Validity Period

The LTC will award the Project to the Bidder submitting the most acceptable proposal for the Project. The LTC will negotiate and grant to the successful Bidder an exclusive concession for a maximum period of five years (05) years to design, finance, insure, commission, develop, manage, maintain, operate and transfer at the end of the Concession Period, the Project. Due to the nature of the process relating to internal approvals in the LTC, each Bidder's proposal is required to be valid for a period of at least One hundred and Eighty (180) days from the last submission date.

A.3.2. Tendering System

The LTC will separately evaluate all Technical and Financial proposals; therefore Bidders are required to submit their Technical and Financial proposals in two separately sealed "envelopes". The LTC requires the first envelope, marked TECHNICAL PROPOSAL, to contain the original and five copies of the Bidder's technical proposal. The LTC requires the second envelope, marked FINANCIAL PROPOSAL, to contain the original and five copies of the Bidder's financial proposal.

Bidders are cautioned to ensure that their Technical and Financial proposals are contained in separately sealed envelopes clearly marked as indicated above. The LTC requires Bidders to submit the separately sealed envelopes in one bound package. In the event of any discrepancy between the original and copies, the original shall govern.

The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the offer. Proof of authorization shall be furnished in the form of a written Power-of-Authority (along with the authorizing board resolution if the Bidder is a corporate entity), which shall accompany the Bid. All pages of the bid, except for un-amended printed material, shall be initialed by the person or persons signing the Bid.

The complete Bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

A.3.3. Language

All proposals shall be presented in the English language.



A.3.4. Assumptions

The LTC requires all Bidders to predicate their technical proposals on the following:

(a) Neither the LTC nor any of its consultant or adviser will have any liability or responsibility if the information, assumptions and projections contained therein in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections and base their proposal on their own survey / studies / feasibility and project application; and

(b) Bidders must adhere to the Project location, as well as conduct their own surveys. When preparing their own technical & financial proposal, the LTC expects each Bidder to ascertain bus routes, ridership revenue and benefits analyses; project viability and an assessment of the issues and risks related to the Project.

A.3.5. Conformity with the Bidding Documents

The Bidder must submit a Conforming (Bona Fide) Bid that conforms in all respects with the requirements of the Bidding Documents. In addition, the Bidder may submit one or more Alternative Conforming (Bona Fide) Bids and/or one or more Non-Conforming Bids, if it so wishes.

A.3.5.1. Conforming Bids

A Conforming Bid is a bid that conforms in full, both in technical and operational terms with the LTC's Conforming Scheme and in financial, organizational and obligation terms with the Draft Concession Agreement, except for minor departures that do not materially affect the design, financing, deployment method or operational characteristics of the Project or the financial, organizational or obligation regime under which the Concession will be conducted. All such minor departures, if they exist, must be clearly identified and fully described in the Bid. If the Bid contains no deviations from the Conforming Scheme a positive statement to this effect must be made.

The LTC reserves the right to determine whether a Bid is a Conforming (Bona Fide) Bid. The LTC's decision will be final and not subject to appeal.

If more than one Conforming (Bona Fide) Bid (e.g. involving different financial and commercial terms) is to be submitted, each must be clearly numbered according to the Bidder's preference.

A.3.5.2. Non-Conforming Bids

Alternative designs and alternative proposals which differ in whole or part from the requirements may be considered by the LTC, at its discretion. Such Bids will only be considered if they are accompanied by a Conforming (Bona Fide) Bid and a Statement of Proposed Technical Changes to the Conforming Scheme as specified below. If a Non-Conforming Bid is submitted, it must be clearly identified as such and, in cases

where more than one Non-Conforming Bid is to be submitted, each must be clearly numbered according to the Bidder's preference. For the LTC to examine a Non-Conforming Bid the Bidder must demonstrate with full supporting evidence that the proposal is well researched and technically feasible; the proposed Work Program is well researched and there are engineering, financial, programming and/or operational advantages over the proposals set out in the Bidding Documents.

It is to be understood that the Non-conforming bid of only that bidder may be opened and evaluated separately, who has qualified in conforming proposal Bid and ranked 1ST (Both Technical and Financial). LTC reserves the right to consider non-conforming bid or otherwise reject it at its sole-discretion.

A.4. Proposal due Date

The Bidders are required to transmit Technical and Financial proposals, in two separately sealed envelopes in one bound package to be received by the LTC on or before **14th October, 2014** by **11.00 A.M.** at the following address:

Procurement Department

Lahore Transport Company
(Government of Punjab)
4th Floor, IEP Building,
Gulberg III, Lahore, Pakistan.
Tel# 042-111-582-111
Website: www.ltc.gop.pk
Email: info@ltc.gop.pk

A.5. Processing of Proposals before Evaluation

The LTC intends to facilitate and sustain an environment of competitiveness, transparency and fairness in the procurement process by, among other means, fairly and impartially processing and evaluating Bidders' Technical and Financial proposals in accordance with the procedures and pre-established evaluation criteria specified in this RFP.

The LTC shall receive and keep secure all Bids submitted before the Proposal Due Date specified in Section A.4 above. Any and all Bids received by the LTC after the above stipulated date and time for Proposal Closing will be returned unopened to the submitting Bidder.

The LTC shall keep, secure and unopened, all timely submitted proposals until Bid Opening at 1130 hours on October 14, 2014, when only Technical Proposals will be publicly opened. The Financial Proposals shall remain secure and unopened for later private opening, scrutiny and evaluation.

The Bidders' representatives who are present shall sign a register evidencing their attendance. The LTC will examine the Bids to determine whether they are complete,



whether the requisite Bid Securities have been furnished, whether the documents have been properly signed and whether the Bids are otherwise in order.

The Bidders' names, bid withdrawals (if any), the presence of the requisite Bid Security and such other details as the LTC, at its discretion, may consider appropriate will be announced after the Bid Opening takes place. The LTC shall prepare minutes of Bid Opening for its own record. The public portion of the Bid Opening Session will then be closed.

The LTC shall separately, and privately, evaluate each Bidder's Technical and Financial proposals in accordance with the evaluation criteria specified in this RFP.

From the date and time of Bid Opening until the time the Concession Agreement is executed, any Bidder wishing to contact the LTC on any matter related to this tender must do so in writing at the LTC's address specified in Section A.4 above. Any effort by any Bidder to influence the LTC in its evaluation of Technical and/or Financial proposals is a violation of the laws of Pakistan shall result in the rejection of that Bidder's Bid(s) and may lead to necessary action under law.

A.6. Confidentiality

After the Bid Opening, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of a Concession shall not be disclosed to Bidders, or other persons not officially concerned with such process, until the award of the Concession is announced. Any effort by a Bidder to influence the LTC in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Concession is contrary to the laws of Pakistan, shall result in the rejection of that Bidder's Bid(s) and may lead to action under law.

A.7. Negotiations

Subsequent to the detailed evaluation of the Bids and announcement of the successful Bidder as set out in Section D.6 (Chapter 1), the LTC shall issue a Letter of Intent (LOI) to such Bidder and carry out negotiations for the purposes of finalizing the detailed terms and conditions of the Concession Agreement. The LTC will require the Bidder to submit a Financial Close Bond (for which type and amount to be specified in the LOI) to qualify for issuance of Letter of Support. LTC will return the Bid Security / Bid Bond to the concessionaire upon receiving / verification of Financial Close Bond in shape of local Bank Guarantee.

As a part of this negotiation process the LTC may, if it deems appropriate, require the Bidder to submit one or more revised Bids in accordance with revised requirements put forward by the LTC. At this stage the LTC will issue a Letter of Support to the successful Bidder stipulating the meeting of certain requirements within a specified time. Upon finalization of the negotiations the successful Bidder will be required to enter into a Concession Agreement with the LTC and renew the Bid Bond (if required by the LTC). The successful Bidder will be required to achieve the financial close



within a period of one hundred and eighty (180) days from Effective Date of Concession Agreement.

Failure to fulfill any of the above requirements within the time specified will, unless otherwise agreed by the both parties in writing, result in the forfeiture of the Bidder's Bid Security. In the event of the successful Bidder forfeiting its Bid Security the LTC may, at its discretion, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by the LTC to negotiate, or terminate the Bidding Process. In the event of the successful Bidder forfeiting its Bid Security the LTC may, at its discretion, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by the LTC to negotiate, or terminate the Bidding Process.

B.1. Mandatory Technical Information Required

The mandatory technical information the LTC requires Bidders to submit in their Technical Proposal to be considered responsive to the technical requirements are set out in Sections B1 to B9 below:

B.1.1. Executive Summary

A covering letter identifying the company(s), firm(s), joint venture(s) or consortium, the relationship of the parties, the lead and associated company(s)/firm(s) and an Executive Summary of the Bidder's Technical Proposal (not to exceed five pages).

B.1.2. Statement of Bid Conformity

A Statement of Bid Conformity, stating whether or not the Bid conforms to all requirements of the RFP. The requirements of bid conformity are set out in Section A.3.5.1 above. Bidders should note when preparing their submissions that all deviations from the Conforming Scheme should be listed. Such deviations may include, but are not limited to:

- i) Any changes to the layout, from or scope of the Conforming Scheme;
- ii) Any changes to the tickets/ route plan; and
- iii) Any proposed changes to the Draft Concession Agreement at Chapter 4.

B.1.3. Experience and Profile

A narrative and graphic presentation of the Bidder's current managerial, corporate, technical and other non-financial related qualifications to undertake and successfully design, finance, develop, manage, operate, maintain, insure and transfer at the end of the Concession Period, the Project under a BOT arrangement. It should also highlight the organizational chart of the Bidder. It should further elaborate in detail the relevant experience of the Bidder, internationally as well as in local conditions. The narrative must explain the Bidder's BOT institutional arrangements; including its proposed project organization, particularly during the Implementation, operation and maintenance phases. The narrative must contain the curriculum vitae (CV) of key



personnel for the Project such as the Project Manager, Software Engineers, Technical Lead, Finance Manager, key operating and maintenance personnel, detailing their relevant experience and qualifications.

Within this section, the Bidder may also provide comments to the Draft Concession Agreement. The following shall be the critical evaluation factors within this section:

- Corporate Structure and organization of the Bidder
- Relevant Experience of the Bidder
- Annual Turnover of the Bidder
- Technology Related Services & Experience
- Proposed Project Manager/ Project Lead of the Project
- Proposed Finance Manager/ Financial Consultant of the Project
- Proposed Technical Team of the Project

B.1.4. Conceptual Design

Conceptual Design based upon the Bidder's survey and technical studies conforming to the minimum design requirements as outlined in of Chapter 02.

Conceptual Design shall, among other topics, include the following information:

1. Feasibility of the Project
2. Implementation Procedure and Time Table (WBS)
3. E-Ticket System Deployment Plan
4. E-Ticketing System Implementation
5. Data Repository & Reporting Software Design and Development
6. E-Ticketing Operations & Work Flow
7. Equipment Detail & Complete Specifications
8. Setup of Command & Control Center

B.1.5. Methodology

A narrative and graphic presentation of the Bidder's methodology to execute the project. The Bidder shall clearly explain its design, execution, time period, state of the art practices, tentative plans, type of technology, the equipment and staff needs of the Project. The methodology shall be clearly elaborated in layout plans.

B.1.6. Operations and Maintenance

During the operational phase of the Project, the LTC shall measure the contractor's compliance with operations and maintenance standards included in an Operations and Maintenance Manual. For the Technical Proposal, Bidders must include a narrative of the contents of an Operations and Maintenance Manual the Bidder will prepare, subject to LTC approval, for the Project, as well as a narrative and graphic presentation of the Bidder's proposed organization and approach to implementation of the Operations and Maintenance requirements for the Project conforming to the minimum operation & maintenance requirements as outlined in Chapter 2.

B.1.7. Project Implementation Timetable

A narrative and graphic presentation of the Bidder's proposed Implementation Timetable, including a narrative of how the Bidder, as the Contractor, would work with the LTC and all the Operators.

B.1.8. Bid Bond

Bidders are required to submit a Bid Bond as specified below. Any format other than specified will not be acceptable.

B.1.9. Statement of Proposed Technical Changes to the Conforming Scheme

In the event that the bidder shall conclude, as a result of its methodology, or otherwise, that it wishes to modify the proposals contained in the Conforming plan, either materially or otherwise, the Bidder shall provide supporting drawings and calculations to justify the proposed deviations from the Conforming Scheme. In the event that the Bidder should decide to adopt the Conforming Scheme, without amendment, a statement to this effect should be given.

B.1.10. Innovation Proposed

Bidders may propose innovations proposed and other state-of-the-art for e-ticketing to help ensure public facility and convenience for the Project. Bidders proposing innovative approaches, concepts or other features for general public welfare acceptable to the LTC shall receive score as detailed in Section D.2 below.

In addition, Bidders are encouraged to propose transfer of knowledge mechanism such as training for human resource development in the fields of Public-Private Partnerships and other state of the art e-ticketing practices. This may include international training as well as on-the-job training components.

B.1.11. the Concession

The LTC envisages granting a Concession to design, finance, deploy, insure, commission, manage, operate, maintain and transfer at the end of the Concession Period of Implementation of E-ticketing system on the Urban Buses of Lahore.

The Concession will include the right to collect:

All requirements, terms and conditions of the Concession will be finalized with the selected Bidder according to the conditions mentioned in this RFP document. The form and content of the final concession are expected to conform closely to the Concession Agreement included here as Chapter 05. Bidders are expected to address all of the aspects of the draft Concession Agreement in their submissions.



Key features of the Concession Agreement will be as follows:

- The Concession will be for an initial period of 05 (Five) Years which may be extended for a further period up to Two 02 years on the mutual revised/ agreed terms and conditions between the parties
- The Concession Agreement will become effective at the signing of concession agreement;
- In concession agreement portion in the percentage in the amount per transaction for the contractor, LTC and operator shall be mentioned.
- Operation plan shall be mentioned in the concession agreement.
- No foreign currency risk shall be borne by LTC;
- Concessionaire shall pay all taxes as per prevailing Rules of Government of Pakistan or Punjab / Local Government;
- For the purpose of dispute resolution, arbitration shall be preferred mechanism subject to the Arbitration Laws of Pakistan (i.e. Arbitration Act 1940). The Arbitration will be in English Language and the place of Arbitration shall be in Pakistan

C.1. Minimum Financial Information Required

The minimum financial information the LTC requires each Bidder to submit in its Financial Proposal to be considered responsive is:

- a. Estimated total cost of the Project in a Work Breakdown Structure (“WBS”); A breakdown of capital/deployment costs, covering the scope of work as mentioned under CHAPTER 02, on a quarterly basis divided into the following categories is to be provided by the Bidder for each following section of the Project:
- b. Financing Structure:
 - i. Total amount of loan(s) to finance the Project, as well as its operation and maintenance; including type, sources, term, grace period, interest and any other relevant factors.
 - ii. The total amount of Bidder’s equity to be committed to finance the Project. (The LTC requires each Bidder to commit to equity financing a minimum of thirty percent (30%) of the total Project cost. Bidders proposing less than the minimum shall be declared non-responsive.) And
 - iii. Cash flow projections during the Concession Period;
- c. Financial Model: 5-years Revenue Analysis/Projection, Expenditure Analysis/Projection, Debt Servicing Analysis, Cash Flows, Return on Investment Analysis
 - i. Assumptions
 - ii. Project income Statement
 - iii. Project Balance Sheet
 - iv. Payback, IRR and NPV
- d. The Bidder’s audited financial statements (Balance Sheet, Income Statement, and Profit & Loss Statement) for the last 3 years.
- e. Proof of the Bidder’s capability to finance minimum 30% of equity and intent of bank (s) to finance the balance Project Cost.



C.2. Currency

Bidders are required to express all financial calculations in Pakistan Rupees.

“In case of Non provision of each of the above details; LTC may ask for Clarification/ Additional Information or have the right to reject the Bid.”

D.1. EVALUATION PROCESS, CRITERION AND PROCEDURES

D.1.1 Overall Evaluation Process

The LTC will use the evaluation criteria described in this Section of the RFP to determine the highest evaluated Bid. The evaluation process will consist of a four step approach, i.e., responsiveness, conformity, technical evaluation and financial evaluation.

At the date, time and location specifically announced by the LTC, proposal packages received from the Bidders shall be opened in the manner described above. The LTC shall first determine whether or not the Bidders' Technical and Financial Proposals are contained in separately sealed envelopes. The LTC shall announce to those persons present at the Proposal Opening (and upon request to a Bidder who submitted a proposal but is not present or represented at the Proposal Opening), the name and address of each Bidder whose package is opened. Such announcement shall be recorded immediately in the record of the tendering proceedings. In order to objectively evaluate Technical Proposals without being influenced by financial data, Bidders failing to separate Technical and Financial Proposals shall be deemed non-responsive and will be so recorded in the record of the tendering proceedings.

The LTC shall then determine whether or not Bidders have included Bid Bonds in their Technical proposals. The LTC shall announce, to those persons present at the Proposal Opening (and, on any request by a Bidder who submitted a proposal but is not present or represented at the Proposal Opening), the name and address of each Bidder whose Technical proposal is opened. Such announcement shall be recorded immediately in the record of the tendering proceedings. Bidders failing to provide the required Bid Bond and other technical information mentioned in B1-B9 shall be deemed non-responsive and so recorded immediately in the record of the tendering proceedings.

The LTC shall not evaluate either the Technical or the Financial Proposal from any Bidder determined to be non-responsive, as reflected in the record of the tendering proceedings. The public portion of the Proposal Opening will then be closed. The LTC shall separately, and privately, evaluate responsive proposals in accordance with the evaluation criteria in the RFP.

LTC shall first evaluate and score each Technical Proposal on a scale up to one hundred (100) points. In the event LTC has evaluated and assigned a score of less than sixty (60) points to a Technical Proposal, LTC shall not evaluate the Financial Proposal submitted by that Bidder.



D.1.2. Company Evaluation Criteria of E-Ticketing

Sr#	Evaluation Factor	Maximum Score
1	Technology Related Experience	25
2	Implementation of E-Ticketing System	15
3	Project Experience on BOT Basis	15
4	Project Completed in Last 05 Years	15
5	Net worth of the Bidder	15
6	Annual Turnover of the Bidder	15
Total Score		100

NOTE: "Sixty Percent (60%) aggregate Score Required for Qualification in Tender"

D.1.3 Break-Down of Evaluation Criteria

Sr#	Evaluation Factor	Score
1	Technology Related Experience	25
<i>a</i>	<i>More than 10 Years of Experience</i>	25
<i>b</i>	<i>More than 07 up to 10 Years of Experience</i>	20
<i>c</i>	<i>More than 05 up to 07 Years of Experience</i>	15
<i>d</i>	<i>03 Years up to 05 Years of Experience</i>	10
<i>e</i>	<i>Less than 03 Years of Experience</i>	0
2	Implementation of Electronic Ticketing System	15
<i>a</i>	<i>In Transportation Sector</i>	15
<i>b</i>	<i>In Other Sectors</i>	10
<i>c</i>	<i>No Experience</i>	0
3	Project Experience on BOT Basis (Any Single Project)	15
<i>a</i>	<i>Over Rs. 50 Million</i>	15
<i>b</i>	<i>Rs. 25 Million Up to Rs.50 Million</i>	10
<i>c</i>	<i>Less than Rs. 25 Million</i>	0
4	Projects Completed in Past 05 Years (Min. Value= Rs. 25 Million)	15
<i>a</i>	<i>Over 03 Projects</i>	15
<i>b</i>	<i>One Up to Three Projects</i>	10
<i>c</i>	<i>No Project</i>	0
5	Net worth of the Bidder	15
<i>a</i>	<i>Over Rs.100 Million</i>	15
<i>b</i>	<i>Over Rs.50 Million up to Rs.100 Million</i>	10
<i>c</i>	<i>Rs. 25 Million up to Rs. 50 Million</i>	05
<i>d</i>	<i>Below Rs.25 Million</i>	0
6	Annual Turnover of the Bidder	15
<i>a</i>	<i>Over Rs.100 Million</i>	15
<i>b</i>	<i>Over Rs.50 Million up to Rs.100 Million</i>	10
<i>c</i>	<i>Rs. 25 Million up to Rs. 50 Million</i>	05
<i>d</i>	<i>Below Rs.25 Million</i>	0

*Technology Related Experience: Deals in digital medium/ Equipment (Hardware/ Software)

D.2. Mandatory Documents Required for Tender

D.2.1. General Documents

- ☞ Certificate of registration/ incorporation of the firm in the country of origin.
- ☞ Copy of registration with income tax department of Consultancy Company's country of origin.
- ☞ List of professional staff the firm intends to use for work on this project along with CVs of such person showing project wise experience with time duration for each project.
- ☞ List of large scale technology related IT Automation projects (Min. value Rs. 05 Million) completed by the firm during last 05 years or similar work in hand, (certified where possible by the employer that the work was successful completed) indicating total cost of such work and cost of those projects along with date of start and completion or expected date of completion.
- ☞ A certificate/ affidavit that the firm is not black-listed by any government/ autonomous body of any country.
- ☞ Firms/Companies/JV must provide their Consortium details.
- ☞ Statement of accounts for the last three (03) years.

D.2.2. Financial Proposal Evaluation Criteria

The Bid with the lowest per transaction charges will be awarded the Tender.

$$\begin{aligned} \text{Final Price*} &= \text{Bidder Price} + \text{LTC Fee} \\ &= \quad \quad \quad \text{X} \quad \quad + \quad \quad \quad \text{0.25} \end{aligned}$$

*Note: LTC will charge a fixed fee of Rs. 0.25 (Twenty Five Paisa Only) on top of the quoted price per transaction.

D.3. Final Evaluation Results

The final results of the evaluation process will be determined by adding together the results of the technical and financial evaluations to determine the final ranking of each proposal.

a). The LTC may ask Bidders for clarifications or presentation of their proposals in order to assist in the scrutiny, evaluation and comparison of proposals. No change in a matter of substance in the proposal, including changes in price and changes aimed at making an unresponsive Bid responsive, shall be sought, offered or permitted.

When clarification or presentation of proposals requires, the LTC shall maintain a written "Minutes of Clarification" report. Adequate notice will be given to the Bidder prior to conducting the meeting.

b). It may be necessary for the LTC to reject all proposals:

(i) Subject to approval by the CEO LTC, the LTC may reject all Bids at any time prior to the award.

(ii) Notice of the rejection of all Bids shall be given promptly to all Bidders who submitted proposals. The LTC shall upon request communicate to any Bidder which submitted a Bid, the grounds for rejection of all the bids.

(iii) The LTC shall incur no liability, solely by virtue of its invoking this provision and rejecting all submitted Bids.

It may be necessary for the LTC to reject a responsive Bid. Subject to approval by the CEO LTC, the LTC shall reject a Bid if the Bidder offers, gives or agrees to give, directly or indirectly, to any officer or employee of the LTC or any other governmental authority a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or decision of, or procedure followed by, the LTC in connection with this tendering process. Such rejection of the Bid and the reasons thereof shall be recorded in the record of the proceedings and promptly communicated to the Bidder.

Note: "LTC reserves the right to reject all the proposals without assigning any reason".

D.4. Bond and Security Requirements

D.4.1. Bid Security

For a Bid to be responsive, each Bidder is required to provide as a part of its Technical Proposal a Bid Security equivalent to 2% of the Rs. 1,500,000.

The Bid Security shall be denominated in Pakistani Rupees, and shall be in the form of a Pay order or a demand draft, favouring Lahore Transport Company, drawn on a scheduled bank having a branch in Lahore.

The LTC shall return Bid Security of all Bidders after the successful Bidder has signed the Concession Agreement or in the event the LTC has rejected all Bids.

The Bid Security may be forfeited if the Bidder withdraws its Bid during the period of bid validity or, if it is the successful Bidder, fails to fulfill the obligations specified above.

D.4.2. Performance Guarantee

Before executing the Concession Agreement, the successful Bidder shall provide to the Lahore Transport Company a Performance Guarantee to ensure the completion of the deployment of the Project in accordance with the Bid Offer. The Performance Security shall have a face amount equal to **Rs. 5,000,000/-** (Rupees Five Million Only). The Performance Guarantee shall answer for, and ensure the completion of the Project in accordance with the Performance Standards and the Timetable, and the payment of Liquidated Damages which Concessionaire may be required to pay pursuant to the Concession Agreement. The Performance Security shall be valid for a period of at least one year, renewable each year till five years from the date of issuance.



D.5 Award and Notice to Proceed

The LTC shall recommend the Bidder announce the highest evaluated Bid as successful. Thereafter:

a). Whether or not it successfully passed pre-qualification proceedings, the LTC may require the successful Bidder to certify that its prequalification data have not significantly changed since the Bidder's original submission. When reasonable circumstances require, the LTC may require the successful Bidder who has been prequalified and executed the aforesaid certification to demonstrate again its qualifications in accordance with the same criteria used to prequalify such Bidder. The criteria and procedures to be used for such further demonstration shall be the same as those used in the prequalification proceedings.

(b) If the Bidder submitting the successful proposal is requested to demonstrate again its qualifications but fails to do so, the LTC shall reject that Bid and shall select the next highest ranking Bid, subject to the right of the LTC to reject all remaining Bids.

(c) The LTC shall promptly notify all Bidders of the Bidder submitting the highest evaluated Bid. As stipulated in this RFP, the LTC shall then request the successful Bidder to negotiate and execute a Concession Agreement. Accordingly, the successful Bidder is required to negotiate and execute the agreements within a reasonable period of time.

(d) If the successful Bidder and LTC fail to agree or execute the Concession Agreement, the LTC may, at its discretion, announce the next highest evaluated Bidder as successful, subject to the right of the LTC to reject all remaining Bid.

D.6. Disclaimer

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between the LTC and any Bidder, nor shall it commit the LTC to any policy described in these documents or elsewhere and neither Government of Punjab nor the LTC or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

D.7. Bribery & Collusion

The LTC shall be entitled to terminate the Concession Agreement and recover from the successful Bidder the amount of any loss resulting from such termination if the successful Bidder shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in relation to obtaining, or execution of the Concession or any other contract with the LTC, or for showing favor to any person in relation to the Concession or any other contract with the LTC, or if any of the like acts shall have been done by any person



employed by the successful Bidder or acting on its behalf (whether with or without the knowledge of the successful Bidder), or if the successful Bidder shall have come to any agreement with another Bidder or number of Bidders whereby an agreed quotation or estimate shall be offered as a Bid to the LTC by one or more Bidders.



**IMPLEMENTATION OF E-TICKETING SYSTEM ON THE
URBAN BUSES OF LAHORE**

Request For Proposal

Chapter 2
Scope of Work



A. PROJECT DESCRIPTION

A.1. Background

Lahore is the capital of Punjab and Second biggest city of the Islamic Republic of Pakistan. There are approximately 1.5 Million people travels daily on urban buses including students, senior citizen, professionals and women. This project was initiated by LTC to facilitate its commuters as well as transporters. For the purposes of Feasibility the initial working can be done on the basis of 200 buses and 100,000 passengers per day. Tenure of the Project will be 5-6 Years.

The project is to be carried out through Public-Private Partnership (PPP) arrangement on Build-Operate-Transfer (BOT) basis.

A.2. Scope of Work

The expression of interest shall include the following phases but the bidder may also include its own processes in addition to following:

A.2.1. Building Phase

1. Provision of Installation of Handheld Devices, Surveillance system and all the other equipment in urban buses as per instruction by LTC.
2. Set up Command and Control Room in LTC
 - a. Setup of Control Room & Video Wall
 - b. Provision & Installation of Servers
3. Development of Software
 - a. Development of Device Software
 - b. Development of Data Repository & Reporting Software
4. Training
 - a. LTC Executive Staff Training
(Training must be conducted at the city/ country where the e-ticketing system already installed/ working)
 - b. Technical Staff Training
 - c. Training of Fare Collectors and Checkers
 - d. On Demand Training of LTC Staff
5. Routes & Fare (up to date) Information Provided by LTC

A.2.2. Operation Phase

1. Maintenance and Operation of Devices & all the requisite equipments for the project.
2. Data of Fare Collection Upload and Download on Hourly Basis.
3. Recovery of Per Transaction Charges to be collected from Operators.
4. Route by Route Implementation and up gradation of e-ticketing system.
5. Bidder/ Contractor shall bear all the operational, maintenance and the other ancillary cost.



A.2.3. Transfer Phase

After completion, bidder is bound to transfer this project to LTC with all the equipment (in perfect working condition), software (along with source code) and operational manual.

A.3. General Design Concept



**IMPLEMENTATION OF E-TICKETING SYSTEM ON THE
URBAN BUSES OF LAHORE**

Request For Proposal

Chapter 3
***Technical Requirements
& Specifications***



A. Technical Requirement and Specification

A.1. Handheld Terminals/ Devices

A.1.1. Hardware Criteria/ Guidelines

1. Dimensions:

The device will be in such sizes allowing the personnel hold steadily with one hand, and so ergonomic that screen-keyboard-printer operations can be performed easily. The screen, keyboard and printer will be easily usable.

2. Screen:

i. Button Based

It should be of minimum 320x240 pixel resolution, have minimum 260K color support, TFT-LCD screen size of minimum 2.4". The protective film on the screen should be resistant to scratch, absorbing the sunlight, and of such quality that facilitates view of the screen. Strength of the screen pens will be high.

ii. LCD Based

It should be of minimum 320x480 pixel resolution, have minimum 260K color support, LCD Capacitive screen size of minimum 4.7". The protective film on the screen should be resistant to scratch, absorbing the sunlight, and of such quality that facilitates view of the screen. Strength of the screen pens will be high.

3. Protection

- i. Water Proof/ Shock proof casing with fall resistance capability
- ii. Should be resistant to work outdoors, the device itself, all its internal and external hardware should comply with IP53 standard.
- iii. Working environment temp.: Minimum -20 C°, maximum 60 C°
- iv. Storage temperature: Minimum -30 C°, maximum 70 C°
- v. Maximum humidity: 93%

4. Communication Technology:

- i. 2G Network: GSM 850 / 900 / 1800 / 1900
- ii. 3G Network: HSDPA 900 / 2100/ LTE
- iii. Wi-Fi: IEEE 802.11 b/g
- iv. Integrated GPS system.
- v. GPRS/ EDGE
- vi. Bluetooth
- vii. USB 2.0

5. Printer:

Integrated fast thermal printer should be available with the minimum speed of 40ppm (40 tickets per minute).

6. Processor:

Should be dual core or higher

7. Memory:

- i. 512MB RAM Memory should be available.
- ii. 512MB ROM Memory should be available.
- iii. Micro SD, up to 32 GB
- iv. Data Storage up to 5000 Records

8. Operating System:

The software to be used in the devices shall use one of the following platforms:-

Microsoft Windows/ Linux/ Android or any renowned and device compatible operating system.

9. Keyboard(Optional):

It should have numeric keys and backlight.

10. Barcode Reader:

Barcode Scanner should be available.

11. RFID Scanner:

RFID Scanner should be available.

12. Smart Card Reader:

Smart Card Reader should be available.

13. Battery, Charger and Accessories:

- i. Battery should be removable, Lithium series and chargeable. It should work for minimum 8 hours in full condition, and half lives of the batteries being charged accurately should be minimum 1 year.
- ii. There should be cradle unit for data transfer and charging operations of the devices.
- iii. Device should have the capability of in vehicle charging.
- iv. Holding strap, original carriage/protective case, screen cleaning cloth and spray should be provided with the device.



14. Hardware lifetimes:

Accessories: The device should be delivered together with the following accessories.

- i. Cover case: It should be such a case that will fully cover the screen, keyboard and touch panel irrespective of the IP standard of the device by its design, and cover the card readers and software sections with their condition of usability in the field.
- ii. Screen protection film: It should be such a screen film that has the feature of refracting the ultraviolet rays that does reduce the screen resolution, that is not scratched or is minimally deformed when intervened with screen pen, and that can be covered on the device with using any liquid.
- iii. Cradle: Should have RS-232 or USB connection support.

A.1.2. Software Criteria/ Guidelines

Handheld terminal Application:

The handheld terminal application will be consisting of the following features:

Administrator Mode:

- Fare update for different slabs.
- Route update including changes in stop name/number and distance.
- The administrator of the device can make new users/ device operator.
- Can see the detailed report of hourly, daily, weekly and monthly reports.
- Can check and verify the user activity logs.
- Any specified vehicle record/ details.
- Pictorial/ graphical representation of any stats
- Performance of device operator must show in report, in account of total number vehicles.

User Mode:

- User authentication required
- Unique serial number with increment of one, will display on each and every ticket.
- Logo of LTC and the relevant Operator will be printed on the top of each ticket.
- It will print the ticket with route number, ticket number, date, time, from and to stops and the amount charged (all the above information will be printed in Urdu).

- The user is also able to view the vehicle's details in the parking area including its entry time and date, total number of entries for the day, week and month.

B. DATA SERVER

We need the following server machines and server support equipment to set up the Server Room Setup for the e-ticketing online data retrieval and reporting:

- I. Database Server
- II. Application Server
- III. Backup Server
- IV. Uninterrupted Power Supply (UPS)
- V. Server Rack
- VI. KVM Switch

I. Database Server Only Branded Computer (Local / Foreign Brand)

Brand	Any renowned brand at least 5 years local market repute.			
Item Name	Specification	Unit Price	Qty.	Total Price
Processor	Intel Xeon E5-2620v2 2.1GHz, 15M Cache, 6 Cores, 12 Threads each		1	
Motherboard	Intel® C600 Chipset Family Or Higher			
LAN Ports	2 x Intel® Integrated 1 Gbit			
VGA	Onboard Controller			
RAM	32GB RDIMM, 1333 MHz 8GB X 4 (Upgradeable to 768 GB)			
Hard Disk	8x 600GB 3.5" 10K Hot-plug SAS HDD or higher			
Storage/ RAID Controller	Integrated RAID Controller, 512MB NV Cache, Mini-Type			
Optical Drive	Slim Line DVDRW Optical Drive			
Casing	Rack mount Server with RAILS (1U/2U form factor)			
Key board	Standard USB			
Mouse	Standard USB			
Expansion Slots and Ports	1 x PCI 32/64 1 xPCIe x8 with x16 Connector support 3 x PCIe x4 with x8 Connector support			
	iDRAC7 Express(12G)			
Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W			

**II. Application Server
Only Branded Computer (Local / Foreign Brand)**

Brand	Any renowned brand at least 5 years local market repute.			
Item Name	Specification	Unit Price	Qty.	Total Price
Processor	Intel Xeon Processor E5-2640 (2.50GHz,15MB Cache,7.20GT/s QPI,6C)		1	
Motherboard	Intel® C600 Chipset Family Or Higher			
LAN Ports	2 x Intel® Integrated 1 Gbit			
VGA	Onboard Controller			
RAM	16GB RDIMM, 1333 MHz 4GB X 4			
Hard Disk	4x 600GB 3.5" 10K Hot-plug SAS HDD or higher			
Storage/ RAID Controller	Integrated RAID Controller, 512MB NV Cache, Mini-Type			
Optical Drive	Slim Line DVDRW Optical Drive			
Casing	Rack mount Server with RAILS (1U/2U form factor)			
Key board	Standard USB			
Mouse	Standard USB			
Expansion Slots and Ports	1 x PCI 32/64 1 xPCIe x8 with x16 Connector support 3 x PCIe x4 with x8 Connector support			
	iDRAC7 Express(12G)			
Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W			

**III. Backup Database Server
Only Branded Computer (Local / Foreign Brand)**

Brand	Any renowned brand at least 5 years local market repute.			
Item Name	Specification	Unit Price	Qty.	Total Price
Processor	Intel Xeon Processor E5-2640 (2.50GHz,15MB Cache,7.20GT/s QPI,6C)		1	
Motherboard	Intel® C600 Chipset Family Or Higher			
LAN Ports	2 x Intel® Integrated 1 Gbit			
VGA	Onboard Controller			
RAM	16GB RDIMM, 1333 MHz 4GB X 4			
Hard Disk	4x 600GB 3.5" 10K Hot-plug SAS HDD or higher			
Storage/ RAID Controller	Integrated RAID Controller, 512MB NV Cache, Mini-Type			
Optical Drive	Slim Line DVDRW Optical Drive			



Casing	Rack mount Server with RAILS (1U/2U)			
Key board	Standard USB			
Mouse	Standard USB			
Expansion Slots and Ports	1 x PCI 32/64 1 xPCIe x8 with x16 Connector support 3 x PCIe x4 with x8 Connector support			
	iDRAC7 Express(12G)			
Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W			
Display	18.5" Slim LED		1	
NOTE:				
<ul style="list-style-type: none"> All components in this LOT should be validated/compatible with server as per OEM standards. All hardware monitoring software's to be included in the bid proposal. All components of above LOT should carry 3 years warranty in case of local / foreign brands. Service Level Agreement for 48 hour replacement / troubleshooting to minimize downtime within the province mandatory to be submitted with the bid. The bidders should clearly mention Terms and Conditions of Service Level Agreements for the supplied hardware & equipment after the expiry of initial warranty period. For 3 years of warranty, the vendor must have similar products for backup (in case there is a failure of components). In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc. Please mention the country of origin / manufacturing / assembly of the quoted brand / model. Vendor must be certified as an "ACTIVE" Intel® Technology Platinum Provider (Tier1) to provide Intel® Channel Products and OR equivalent partnership or authorization certificate from OEM / Brand needs to be submitted with the bid. Vendor bidding in the tender must have a local deployment of SIMILAR OR EQUIVALENT product proposed in this bid. For successful completion of the project and delivery the vendor / assembler will be required to provide verification of Serial numbers / AA numbers of all Intel® products from Intel® Local Sales Office. 				

IV. Server Rack/ Cabinet

Brand	Any local/ foreign brand			
Item Name	Specification	Unit Price	Qty.	Total Price
42 U Server Cabinet (Vented Rear Glass Front)	2 Sets of adjustable mounting rails (adjusting in 1 inch increments)		1	
	Removable/lockable side panels			
	Cage nut style mounting rails			
	Top and bottom removable cable slots			
	Glass front door/Vented Rear door			
	Maximum Weight Capacity 1300 pounds			
	Fan assembly kit (up to 4 fan kits per cabinet)			

v. Uninterrupted Power Supply

Brand	Any renowned brand at least 5 years local market repute.			
Item Name	Specification	Unit Price	Qty.	Total Price
Power	6KVA		1	
Capacity	4200W			
Phase	Single In Single Out			
Input Rated Voltage	230V			
Input Voltage Tolerance	176/276 VAC			
Input Rated Frequency	50/60 Hz with automatic selection			
Input Power Factor	0.98			
Output Voltage	230 V			
Output Frequency	Synch to Range 46-54 Hz			
Status Display	LED Display			
Battery Type	Sealed Lead Acid Maintenance Free Battery			
Backup Time	10 Minutes at 75% of nominal load			

vi. KVM Switch

Brand	Any renowned brand at least 5 years local market repute.			
Item Name	Specification	Unit Price	Qty.	Total Price
Computer Connections	8 Computers		1	
Port Selection	Hotkey, Push Button, OSD			
Console Ports	2xUSB, 1Xvga			
KVM Ports	8x SPHD			
Video	2048 x 1536			
Operating Temp	0-50°C			

C. Command and Control Center

The vendor shall setup a command and control center at the LTC Head office, Lahore. The Command and Control Center shall have a large video wall for monitoring and reporting purposes. The Command and Control Center will be supported by high powered server including a Database, Application and Backup server.

- I. Video Wall
- II. Computer & Laptops
- III. Internet Connection

I. Video Wall

Video wall is a mandatory requirement of Command and control Center. A state of the art Interactive video wall is required for the monitoring and reporting of e-ticketing.



II. Computer & Laptop

Desktop Computers and Laptop Computers required for Command & Control Center. General Specifications of computers & laptops are as following:

Item Name	Specification	Qty.
Desktop Computers	Intel Core i5, 4 GB Ram, 500 GB HDD	4
LED	18.5" LED Display	4
UPS	600 VA UPS	4
Laptops	Intel Core i7, 8 GB Ram, 750 GB HDD, 15.6" Screen	4

III. Internet Connection

Item Name	Specification	Qty.
Internet	Min 4 MB Dedicated Internet Connection	1

D. Surveillance System for Buses:

The vendor shall install at least 2 CCTV cameras in each bus for surveillance and head count along with DVR (Digital Video Recorder).

E. Proposed Human Resource/ PMO

Sr.	Designation	Minimum No of Staff
1	Project Manager	1
2	Software Engineer	4
4	Fare Checkers	02 (per Route)
6	Control Room Supervisor	2
7	Control Room Operators	4

NOTE: “Technical requirements and specifications mentioned above are general guidelines/ minimum requirements for this project”.

**IMPLEMENTATION OF E-TICKETING SYSTEM ON THE
URBAN BUSES OF LAHORE**

Request For Proposal

Chapter 4
Concession Agreement



AGREEMENT FOR E-TICKETING SERVICES

THIS AGREEMENT FOR E-TICKETING SERVICES ("Agreement") is made on this _____ day of _____, 2014 by and between:

LAHORE TRANSPORT COMPANY, a company incorporated under the laws of Pakistan, having its registered office at Transport House, Egerton Road, Lahore, acting through its Chief Executive (hereinafter referred to as "LTC", which expression shall, where to context so permits, include its successors-in-interest and permitted assigns);

And

_____, a company/concern incorporated under the laws of _____ having its registered office/place of business at _____ through its authorized signatory (hereinafter referred to as the "Service Provider", which expression shall, where to context so permits, include its successors-in-interest and permitted assigns);

(LTC and the Service Provider shall hereinafter collectively be referred to as the "Parties" and individually as the "Party")

WHEREAS

- 1) LTC has been established under the provisions of Provincial Motor Vehicles Ordinance (Amendment) Act 2009 as an Urban Transport Company. LTC has been registered under Section 42 of Companies Ordinance 1984, and is primarily a regulatory body which has been tasked to ensure a smooth running transport system in Lahore which will provide the commuters a safe, efficient and affordable transport service.
- 2) LTC invited technical and financial proposals from the general public for the implementation of e-Ticketing system for public transport in Lahore, Pakistan (hereinafter referred to as the "Project"). In response, the Service Provider submitted its proposal, which has been accepted by LTC under a BOT arrangement.
- 3) The LTC wishes to appoint the Service Provider to provide its services with respect to the Project, and to establish the system of e-Ticketing for public transport in Lahore and ancillary services (hereinafter collectively referred to as the "Support Services", and detailed more fully in ANNEXURE A attached herewith), in accordance with the terms of this Agreement.
- 4) It is agreed between the Parties that the Project is to be completed on BOT basis, i.e. build, operate and transfer. The Service Provider shall be responsible for building the e-Ticketing System, to operate the said e-Ticketing System, and shall transfer the ownership of the e-Ticketing System to LTC at the end of the term of this Agreement i.e. 5 years from the date of execution of this Agreement.
- 5) The Service Provider represents that it has the necessary set-up, resources, expertise and skills and hereby accepts its appointment to provide such Support Services to LTC for the Project.
- 6) The Parties have agreed on the terms and conditions which they are desirous of reducing into writing.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. AGREEMENT

This Agreement shall include:

- (i) RFP and its annexure-A & B;
- (ii) Proposal by successful bidder;
- (iii) Letter of Acceptance; and
- (iv) The terms and conditions laid out hereunder in this Agreement.

2. APPOINTMENT

LTC hereby appoints and the Service Provider hereby accepts its appointment for providing Support Services with respect to the Project, detailed more fully in ANNEXURE A attached herewith, pursuant to the terms of this Agreement.

3. TERM AND TERMINATION

- 1) This Agreement shall take effect from the date of execution hereof and shall continue to be in force for a period of five (5) years, which may be extended for further terms by mutual written consent of the Parties.
- 2) Either Party has the right to terminate this Agreement by giving _____ (____) months' prior notice in writing to the other Party.

4. SERVICES

- 1) The Service Provider shall provide the Support Services with respect to the Project to LTC as defined in ANNEXURE A attached to this Agreement.
- 2) The Service Provider shall be responsible for providing the Support Services to LTC, and for completing the Project as per the Schedule stated in ANNEXURE B of this Agreement.

5. FUNDING

- 1) The Service Provider shall be responsible for providing Support Services to LTC, and to establish the e-Ticketing System for public Transport in Lahore, Pakistan. The Service Provider shall be responsible for incurring the expenses with respect to the Support Services, and for establishing the requisite e-Ticketing System for public transport in Lahore, Pakistan. However, the Service Provider shall incur expenses in providing the Support Services as are approved by LTC in accordance with the approved budget for the Project.

6. SERVICE CHARGES

- 1) The Service Provider shall charge service charges (the "Service Charges") for provision of the Support Services pursuant to this Agreement.
- 2) The basis of calculation of the Service Charges is detail more fully in ANNEXURE D attached herewith.



3) The Service Charges shall be invoiced by the Service Provider on a quarterly basis. LTC shall make the payment against the said invoice within _____ (____) days of receiving such invoice.

7. TAXES

All applicable taxes, including, but not limited to sales tax, income tax etc., arising from the supply of the Support Services by the Service Provider to LTC shall be paid by the Service Provider.

8. CONFIDENTIAL INFORMATION

Except with the prior written approval of the other Party, the Parties shall treat as confidential all information, which comes to its knowledge pertaining to the other Party (the "Confidential Information") and it shall not disclose such Confidential Information to any third party.

9. CONSENTS

LTC shall be responsible for obtaining all the relevant consents in respect of the Project required for the provision of Support Services under this Agreement.

10. NOTICES

All notices required or contemplated under this Agreement shall be given in writing by registered mail, acknowledgement due, or by fax or telex or telegram to the following:

If to LTC: _____

If to the Service Provider: _____

11. ASSIGNMENT

The Service Provider cannot transfer or assign its rights or obligations under this Agreement to any third party, without the prior written consent of LTC. Any assignment in violation of this Agreement shall be void and without legal effect.

12. INDEMNIFICATION

The Service Provider agrees that it shall protect, indemnify and hold harmless LTC and its employees, agents, representatives and assigns (collectively the



“Indemnified Parties”) from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings (including reasonable fees and disbursements of counsel) arising out of its breach of this Agreement or otherwise negligence or willful misconduct by partners, agents or employees while engaged in activities relating to this Agreement. Provided however, that the Service Provider shall not be required to reimburse or indemnify any Indemnified Party for any loss or claim to the extent that such a loss or claim is due to the negligence or willful misconduct of the Indemnified Party.

13. WAIVER

Failure of either Party to insist upon the strict and punctual performance of any provision herein shall not constitute a waiver of the right to require such performance, nor shall a waiver in one case constitute a waiver with respect to a later breach whether of similar nature or otherwise. Nothing in this Agreement shall prevent a Party from enforcing its rights by such remedies as may be available in addition to termination.

14. GOVERNING LAW AND SOLE JURISDICTION

- 1) This Agreement shall be governed by the laws of Pakistan.
- 2) This Agreement is made at Lahore and the courts at Lahore shall have exclusive jurisdiction in respect of all matters arising under or pertaining to this Agreement.

15. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Arbitration Act, 1940 or any statutory modification or re-enactment hereof. The arbitration shall be conducted by a sole arbitrator appointed by the Parties through mutual consent. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Lahore, Pakistan.

16. FORCE MAJEURE

Neither Party is liable for failing to fulfill its obligation under this Agreement if such non-fulfillment is due to circumstances beyond its control and occurring without its fault or negligence (“Force Majeure”), including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labour or material, major equipment failure, or other causes beyond the control of the Party effected, provided that the non-fulfilling Party immediately notifies the other Party in writing of the circumstances preventing the



fulfillment and supplies evidence of the same and takes all reasonable actions to overcome such circumstances and minimize the consequences thereof. If Force Majeure is established by such evidence the Parties shall make every effort to find a suitable solution within a reasonable period of time failing which either Party is entitled to terminate the Agreement without incurring any liability thereof.

17. RELATIONSHIP OF THE PARTIES

In the conduct and performance of this Agreement, the Service Provider shall be regarded as an independent entity and not as a partner, agent or employee of LTC. The Parties agree that their relationship under this Agreement shall not create an employment, agent or partnership relationship between the Service Provider and LTC. It is expressly agreed and understood between the Parties that unless expressly authorized in writing neither Party has the authority to bind the other Party to any third party.

18. AMENDMENT

No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the Parties.

19. SEVERABILITY

In the event any provision in this Agreement should be held illegal or void, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect or as approximate an effect as possible of the said provision. If the Parties cannot agree upon such a new provision, such provision shall be considered severable and the remaining clauses and provisions shall continue in full force and effect.

20. RECITALS AND ANNEXURES

The Recitals and Annexures shall form an integral part of this Agreement.

21. HEADINGS

All headings in this Agreement have been inserted for convenience of reference only, and in no way shall affect or restrict the meaning or interpretation of the provisions of this Agreement.

22. ENTIRE AGREEMENT

This Agreement supersedes all prior written or oral representations, negotiations, or other communications of every kind pertaining to the Support Services envisaged in this Agreement.

IN WITNESS WHEREOF, both the Parties hereto, have signed this Agreement, which is executed in two original copies, (one each to be kept by each Party), on the date & place first above mentioned.



For & on Behalf of LTC
Provider

For & on Behalf of the Service

Witnesses: -

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____

N.I.C: _____

N.I.C: _____

