

TransPeshawar (The Urban Mobility Company)

A company set up under section 42 of the Companies Ordinance, 1984

	Invitation for Bid
Tender No:	OPS/VOC/CONT/CORR/2019/012
Title:	Request for Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable Bus Rapid Transit Corridor – Hayatabad Depot

- 1. TransPeshawar (The Urban Mobility Company) is a Public Sector Company established by Government of Khyber Pakhtunkhwa under Section 42 of the Companies Act 2017. TransPeshawar is responsible to carry out project implementation, management and maintenance of urban rapid transit projects in Peshawar.
- 2. TransPeshawar (The Urban Mobility Company) invites sealed bids from eligible bidders for the Vehicle Operation and Maintenance Services for Peshawar Sustainable Bus Rapid Transit Corridor Project for Hayatabad Depot.
- 3. The procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014 as Single Stage-Two envelop procedure.
- 4. A complete set of Request for Proposal can be downloaded by interested bidders from the website of TransPeshawar (http://transpeshawar.pk/) and KPPRA website (https://www.kppra.gov.pk/)
- 5. A pre-bid meeting will take place on **April 03, 2019, 10:30 AM** at TransPeshawar office (address given below) for the bidders who wish to attend.
- 6. Deliver your bid, to the address below, on or before the deadline: April 16, 2019, 02:00 PM (Pakistan Standard Time).
- 7. Technical Bids will be opened on **April 16, 2019**, **02:15 PM** (Pakistan Standard Time) in the presence of bidders' representatives who choose to attend.

For More Information Please Contact
Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
Second Floor, Ali Tower, Opposite Custom House, University Road,
Peshawar, KP
Pakistan.

Phone No: 091-5700127-8





REQUEST FOR PROPOSALS (RFP)

for

Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT – Hayatabad Depot

Tender No. OPS/VOC/CONT/CORR/2019/012

Date: 20.03.2019

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SECTION 1 - DEFINITIONS

1.1.1 The following words or terms shall have the following meanings in this Request for Proposals:

Affiliate means a corporation or entity effectively under the Control of, or in Control of, a Bidder or associated with a Bidder under common ownership and Control.

Bidder means a legal entity and includes individual, company, partnership, corporation, Consortium or joint venture which participates in the Bidding Process.

Bid Bond has the meaning given to it in paragraph 6.5.5.

Bidding Process or **Bidding** means the process beginning from the publication of the Invitation to Bid until the signing of the Service Agreement.

BRT means a flexible, rubber-tired rapid transit mode that combines stations, bus stops, vehicles, services, running ways, and technological elements into an integrated system.

Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices have the meanings given to them in paragraph 8.4.2.

Consortium means an unincorporated association of juridical persons bound by contract or law, solidarily undertaking by mutual written agreement a common enterprise which is to participate in the Bidding Process.

Consortium Member means any of the juridical persons comprising a Consortium, each having a definite interest in the common undertaking, solidarily liable in the Bid and whose interest may be converted into an equivalent equity participation in the corporation that will become a service provider if the Consortium is awarded and accepts the obligation to provide the Required Services.

Control means, for purposes of defining an Affiliate, the power to direct or cause the direction of the management policies of a body corporate whether through: (i) ownership of at least fifty per cent (50%) plus one share of the outstanding voting shares or (ii) ownership of at least twenty per cent (20%) of the outstanding voting shares and (a) possession of at least fifty per cent (50%) plus one share of the voting rights through voting trust or other voting agreements entered into at least one year before the Proposal Submission Date or (b) the ability to elect a majority of the members of the Affiliate's board of directors. In determining ownership by a corporation of the shares of another corporation, shares held both directly and indirectly will be counted. If the Bidder or Consortium Member was incorporated only within the last six (6) months, then the requirement herein that the voting trust or other voting agreement should have been entered into at least one (1) year before the Proposal Submission Date, will not be applicable.

Service Agreement means, the Service Agreement attached with this Request for Proposal.

Financial Proposal has the meaning given to it in paragraph 6.4.1.

Winning Bidder means the Lowest Evaluated Bidder as determined by TransPeshawar Company.

Kilometre Charge has the meaning given to it in the Service Agreement.

KPPPRA means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

Net Worth means the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014.

Proposal means the bid submitted by a Bidder for the provision of the Required Services.

Proposal Submission Date means the date specified as such in paragraph 5.2.1.

Required Services has the meaning given to it in the Service Agreement.

Service Agreement means the service contract to be entered into between TransPeshawar Company and a Winning Bidder.

Subcontractor means an entity which may be engaged by a Winning Bidder to undertake a portion of the Required Services.

Technical Proposal has the meaning given to it in paragraph 6.4.1.

TransPeshawar (The Urban Mobility Company) or "TransPeshawar Company" or "TPC" means the entity responsible for BRT project design, procurement, implementation and ongoing BRT operations and management of service contracts, a public Company (Section 42 Company) registered on February 09, 2017 with Security Exchange Commission of Pakistan with address: - TransPeshawar (The Urban Mobility Company), Ali Tower, Second Floor, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.

SECTION 2 - NOTICE

2.1 **Introduction**

- 2.1.1 This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive tender to procure the Required Services.
- 2.1.2 This RFP is being issued to the Bidders by TransPeshawar Company, a public agency under the Government of Khyber Pakhtunkhwa.

2.2 **Disclaimer**

- 2.2.1 No employees or consultants of TransPeshawar Company:
 - (a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or

other document made available to a person in connection with the tender process for the Required Services and 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 Peshawar Sustainable BRT Corridor System; or

- (b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Sustainable BRT Corridor System.
- 2.2.2 The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.2.3 The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014.
- 2.2.4 The issuance of this RFP does not imply that TransPeshawar Company is bound to appoint a Winning Bidder or enter into a Service Agreement. TransPeshawar Company reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time.

SECTION 3 - PESHAWAR SUSTAINABLE BRT CORRIDOR SYSTEM DETAILS

3.1 **Background**

The Peshawar BRT system is planned to be built in three (3) stages and will ultimately constitute an important part of the public transport system in Peshawar.

- 3.1.1 The estimated total length of the proposed BRT corridor is approximately 28.0 kilometres, with an at-grade section of approximately 12 kilometres and elevated section of approximately 13 kilometres.
- 3.1.2 BRT services are expected to be provided following the "Direct-Service" concept. According to this concept, routes will start outside the BRT corridor, join and then pass along the BRT corridor and leave the corridor at different stations according to their existing route. When running on the corridor, the BRT vehicles will pick up passengers from BRT stations, and when running outside BRT corridor, passengers will board from curb-side BRT vehicle stops.
- 3.1.3 The system is expected to be an "open" BRT system, meaning that passengers need to validate and pay for their journey using their fare medium (e.g. a contactless smart card) via validators at the BRT vehicle doors.
- 3.1.4 The Peshawar Sustainable BRT Corridor System involves among others the following roles:
 - (a) TransPeshawar;
 - (b) BRT Vehicle Service Providers (VSPs);
 - (c) System Control Service Provider (SCSP); and
 - (d) Fund Manager (FM).

3.2 **Infrastructure**

- 3.2.1 The approximately 28.0-kilometre-long corridor for the Peshawar BRT planned is expected to consist of:
 - (a) BRT infrastructure (stations, dedicated lanes, depot) designed and built following international best practices and quality standards;
 - (b) sidewalks, mixed-traffic lanes and non-motorized transport lane along the BRT;
 - (c) improvement of access roads and surrounding areas in favour of non-motorized transport and potential feeder services.
- 3.2.2 Approximately 30 BRT stations are expected to be constructed, with an average distance of approximately 900 meters between stations.

3.3 **Operations**

- 3.3.1 It is intended that the BRT System shall be operated so that:
 - (a) BRT vehicles shall provide a combination of stopping and express services on the trunk routes;
 - (b) most stations shall have passing lanes in order to allow express BRT vehicles to overtake stopping BRT vehicles;
 - (c) passengers shall board onto and alight from BRT vehicles on the righthand side from stations located in the median of the roadway that is part of the BRT infrastructure, or on the left-hand side from the pavement or comparable when off the BRT infrastructure;
- 3.3.2 The estimated maximum capacity of the system is approximately twenty thousand (20,000) passengers per direction per hour.
- 3.3.3 The estimated maximal load during the morning peak hour is approximately five thousand (5,000) passengers per direction per hour.

SECTION 4 - BRT VEHICLE SERVICE PROVIDER REQUIREMENTS

4.1 Required Services

- 4.1.1 The Required Services consist of:
 - (a) operation of allocated BRT vehicles in accordance with a schedule set forth by TransPeshawar for a period of twelve (12) years and detailed in Agreement,
 - (b) maintenance of allocated BRT vehicles; and
 - (c) provision of BRT System operations training to the BRT vehicle drivers.

4.2 **Remuneration**

- 4.2.1 It is intended that the Winning Bidder shall be remunerated for the Required Services as follows:
 - (a) The Winning Bidder shall be remunerated on the basis of the number of bus-kilometres operated in line with a schedule determined by TransPeshawar paid out in pre-defined time intervals;
 - (b) A minimum revenue guarantee expressed in terms of minimum annual bus-kilometres may apply in accordance with a formula to be outlined in the Service Provider Agreement;
- 4.2.2 Additional income may also be generated by the Winning Bidder via advertising activities inside the BRT Vehicles.

SECTION 5 - BIDDING PROCESS

5.1 **Open Tender**

5.1.1 TransPeshawar encourages national firms to participate in the tender. National firm/ legal entities can team up with international tenderers in either joint ventures during the tender process for the execution of the services.

5.2 **Planning**

5.2.1 This Request for Proposals introduces the Bidding Process for the procurement of Required Services. The indicative overall planning for the Bidding Process is presented below:

Milestone	Party Responsible	Target Date
Issuance of Request for Proposal (RFP)	TransPeshawar	22.03.2019
Pre-Bid Meeting	TransPeshawar	03.04.2019 10:30 AM
Clarification and Questions	Bidders	04.04.2019
Upload of Pre-Bid Minutes	TransPeshawar	06.04.2019
Proposal Submission Date	Bidders	16.04.2019 02:00 PM (Pakistan Standard Time)
Notification of the Results of the Evaluation and Appointment of Winning Bidder	TransPeshawar	Tentatively in April, 2019

Milestone	Party Responsible	Target Date
Signing Date of Service Agreement and Compliance with other Requirements	Winning Bidder and TransPeshawar	Tentatively in May, 2019

5.3 Information Sources

- 5.3.1 The primary sources of information provided to Bidders in relation to this Request for Proposals are:
 - (a) Request for Proposals (the present document);
 - (b) Service Agreement (attached to the present document).
 - (c) Pre-Bid Meeting as organised by TransPeshawar Company (cf. Section 5.4);
- 5.3.2 Bidders relying on information from other sources or the public domain do so at their own risk.

5.4 **Pre-Bid Meeting**

- 5.4.1 A Pre-Bid Meeting shall be organised by TransPeshawar Company to:
 - (a) Explain the project, the Bidding Process and the Request for Proposals;
 - (b) Receive guestions on the Request for Proposals; and
 - (c) Provide an opportunity for Bidders to visit and inspect the existing infrastructure
- 5.4.2 The pre-bid meeting shall be organised at a date specified in Article 5.2.1.

5.5 Questions and Answers on the Request for Proposals

5.5.1 The Bidders shall have the opportunity to ask questions concerning the Request for Proposals by the date specified in Article 5.2.1. Questions can only be addressed by email to the following address:

Attention: Mr. Fayyaz Khan

Chief Executive Officer, TransPeshawar Company.

Email: fayyazak@yahoo.co.uk with cc to charbagh@hotmail.com,

ashfaq.rauf@gmail.com

- 5.5.2 The Bidders' questions shall be treated anonymously.
- 5.5.3 TransPeshawar Company shall endeavour to respond to all clarification or information requests, however requests received later than date specified in Article 5.2.1 would be left unanswered. Every such clarification delivered to Bidders shall be made in the form of an appendix to the Request for Proposals

- and shall, upon being issued, be sent in the shortest possible time to all Bidders. All such appendices shall automatically become an integral part of the Request for Proposals.
- 5.5.4 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

5.6 **Submission of Comments on the RFP/ Service Agreement**

- 5.6.1 The Bidders shall have the opportunity to submit comments concerning the RFP/Service Agreement before the Comment Submission Date specified in paragraph 5.2.1. Comments shall be submitted in conformity with Schedule 11 and shall be sent by email to the address specified in paragraph 5.5.1. The Bidders' comments shall be treated anonymously.
- 5.6.2 TransPeshawar Company shall endeavour to respond to all comments and may decide to issue a revised RFP / Service Agreement taking some or all of the comments into consideration. Every such response and, if applicable, the revised RFP / Service Agreement shall, upon being issued, be sent in the shortest possible time to all Bidders.
- 5.6.3 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

5.7 Formation and Modification in the Composition of a Consortium

- 5.7.1 Bidders can make Joint Venture / Consortium to meet requirements of the Request for Proposal.
- 5.7.2 TransPeshawar Company will not accept any modification in the composition of a Consortium / JV after Bid Submission.

5.8 **Rejection of Proposals**

- 5.8.1 TransPeshawar Company has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:
 - (a) The Proposal does not contain all elements defined in the instructions;
 - (b) The Proposal is not submitted before the Submission Deadline;
 - (c) The Bidder or the bank which has issued the Bid Bond are insolvent or in the process of liquidation or bankruptcy;
 - (d) The amount, format or issuer of the Bid Bond does not meet the requirements; or
 - (e) TransPeshawar Company becomes aware of facts which can influence the free will of contractual parties.
- 5.8.2 The Proposal may also be rejected up until signing of the Service Agreement, in case TransPeshawar Company concludes, in its discretionary right, that one of the following applies:

- (a) The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to TransPeshawar Company in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
- (b) There is evidence of collusion/joint agreement between Bidders;
- (c) There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
- (d) There is evidence that the Bidder is trying to gain advantage over other Bidders in an incorrect manner; or
- (e) The Financial Offer varies significantly from the estimate of TransPeshawar Company.
- 5.8.3 In the event of the rejection of a Proposal, TransPeshawar Company shall inform the relevant Bidder in a written form, in accordance with the applicable laws.
- 5.8.4 A Winning Bidder, any Consortium Member of a Winning Bidder and any of their Affiliates of Vehicle Operation and Maintenance Services of Peshawar BRT shall be restricted from participating in and/or be appointed as BRT System Control Goods and Services and vice versa.

5.9 Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful

- 5.9.1 TransPeshawar Company reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, TransPeshawar Company will inform the Bidders.
- 5.9.2 The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if TransPeshawar Company determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:
 - (a) Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically unviable; or
 - (b) Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 5.9.3 The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to TransPeshawar Company, if:
 - (a) No Proposals have been submitted;
 - (b) The Proposals which have been submitted, in the opinion of TransPeshawar Company, do not meet the criteria, goals and requirements of the Bidding Process; or
 - (c) The Winning Bidder refuses to sign the Service Agreement in the form offered by TransPeshawar Company.

5.9.4 In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Bidder shall be entitled to any claim whatsoever against TransPeshawar Company or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

5.10 **Opening and Evaluation of Proposals**

- 5.10.1 The opening of the Technical Proposals shall occur fifteen minutes after the Proposal Submission Date at the address indicated in paragraph 6.3.1. The Bidders may be represented, by not more than two (2) persons, at the opening of the Technical Proposals. Proposals for which a notice of withdrawal request has been submitted shall not be opened.
- 5.10.2 TransPeshawar Company shall evaluate the Technical Proposals in accordance with the provisions of SECTION 7. TransPeshawar Company shall then inform all Bidders of the results in writing.
- 5.10.3 The opening of the Financial Proposals shall be during a public session at a time notified later on. The Bidders who have been qualified for the evaluation of their Financial Proposal may be represented, by not more than two (2) persons, at the opening of the Financial Proposals. After the conclusion of the public opening, TransPeshawar Company shall evaluate the Financial Proposals.
- 5.10.4 TransPeshawar Company shall evaluate the Financial Proposals in accordance with the provisions of SECTION 7. TransPeshawar Company shall then inform all Bidders who have been qualified for the evaluation of their Financial Proposal of the results in writing.

5.11 Signing of the Service Agreement

- 5.11.1 The Winning Bidder shall receive an invitation in form of Letter of Award from TransPeshawar Company with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winner Bidder shall, within 28 days of receipt of Letter of Award, furnish Performance Security in favour of TransPeshawar on prescribed format. The TPC shall, after receipt of the Performance Security from the Winning Bidder, send the Agreement provided in the RFP, to the Winning Bidder. Within seven working days of the receipt of such Agreement, the Winning Bidder through special purpose company shall sign and date the Agreement and return it to TPC.
- 5.11.2 In the event of a withdrawal by a Winning Bidder, TransPeshawar Company may invite the next Bidder to conclude a Service Agreement for the Required Services.
- 5.11.3 If a Bidder which was invited by TransPeshawar Company to sign a Service Agreement withdraws from the Bidding Process, the Bid Bond of the said Bidder shall be called by TransPeshawar Company.

SECTION 6 - INSTRUCTIONS TO BIDDERS

6.1 General Terms that the Proposal Must Fulfil

- 6.1.1 All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 6.1.2 All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarised translation.

6.2 **Proposal Package**

- 6.2.1 The Proposal must be submitted in a master envelope containing two inner envelopes, i.e. the Technical Proposal envelope and the Financial Proposal envelope i.e. the Method is Single Stage Two envelope procedure.
- 6.2.2 The master envelope must be properly sealed and must be marked with:
 - (a) The name and the address of the Bidder;
 - (b) The address of TransPeshawar Company as indicated in paragraph 6.3.1;
 - (c) The warning: "Do not open before <insert Proposal Submission Deadline>";
 - (d) The wording: "Master envelope Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT- Hayatabad Depot".
- 6.2.3 The Technical Proposal envelope must be marked as "Technical Proposal" and must contain:
 - (a) One (1) complete original set of the Technical Proposal, clearly marked as "ORIGINAL";
 - (b) One (1) certified true copy of the Technical Proposal, clearly marked as "COPY NO. ___"; and
 - (c) One (1) readable compact discs, flash disks or flash drives containing an electronic copy of each Technical Proposal document, in either Microsoft Word (.doc) or Portable Document Format (.pdf) format.
- 6.2.4 The Financial Proposal envelope must be marked as "Financial Proposal" and must contain:
 - (a) One (1) complete original set of the Financial Proposal, clearly marked as "ORIGINAL"; and
 - (b) One (1) certified true copy of the Financial Proposal, clearly marked as "COPY NO. ___".
- 6.2.5 In the event of any discrepancy between an original and the copies, the original shall prevail.

6.3 **Submission of Proposal**

6.3.1 The Proposal must be delivered to TransPeshawar Company by the date specified in Article 5.2.1 at the following address:

Attention: Mr. Fayyaz Khan

Chief Executive Officer, TransPeshawar Company.

Address: TransPeshawar (The Urban Mobility Company), Ali Tower, Second

Floor, University Road, Peshawar, KPK, Pakistan.

6.3.2 The Proposal must be submitted in person or via registered post mail or via courier, in closed envelopes. The Proposal shall be considered submitted upon physical receipt by TransPeshawar Company of the master envelope. TransPeshawar Company shall issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

6.4 Content of Proposal

6.4.1 The Proposal shall contain all components listed in the table below. The Proposal shall be considered only on the basis of information provided in accordance with this predefined format.

Item	Schedule
Technical Proposal	
Business Structure	Schedule 1 or Schedule 2
Proposal Submission Letter	Schedule 3
Authority to Bid and Designation of Authorized Representative	Schedule 4 or Schedule 5
Bid Bond	Schedule 6
Technical Offer	Article/Clause 05, Schedule 7 and Schedule 8
Financial Proposal	
Financial Offer	Schedule 9

6.5 **Technical Proposal**

- 6.5.1 Bidders shall form a special purpose vehicle for the purpose of providing the Required Services, to be incorporated before execution of the Service Provider Agreement. In such case the main bidder or in case of JV, each member of JV will furnish Parent Company Guarantee.
- 6.5.2 The Bidder must submit a **Business Structure** in conformity with Schedule 1 (or, in case the Bidder is a Consortium, Schedule 2).

- (a) The Business Structure must be signed and dated by the Authorised Representative.
- (b) In the case of a Consortium, each Consortium Member shall appoint one, and only one, of their number to be the lead member (**Lead Member**) who shall be authorised by each Consortium Member to represent and irrevocably bind all members of that Consortium in all matters relating to the procurement process for the provision of the Required Services, including, but not limited to, the submission of the Bid on behalf of the Consortium. Lead Member of the Consortium / Joint Venture must be one of the locally registered Company registered under Companies Act 2017 with Security and Exchange Commission of Pakistan. All members shall be jointly and severally liable for the execution of the Service Agreement.
- 6.5.3 The Bidder must submit a **Proposal Submission Letter** in conformity with Schedule 3.
 - (a) The Proposal Submission Letter must be signed and dated by the Authorised Representative.
- 6.5.4 The Bidder (or, in case the Bidder is a Consortium, each Consortium Member) must submit an **Authority to Bid and Designation of Authorized Representative** in conformity with Schedule 4 (or, in case the Bidder is a Consortium, Schedule 5).
 - (a) The Authority to Bid and Designation of Authorized Representative must be signed and dated by the Corporate Secretary or equivalent officer of the Bidder (or, in case the Bidder is a Consortium, of the Consortium Member).
- 6.5.5 The Bidder must submit a **Bid Bond** of twenty million Pakistani Rupees (PKR 20,000,000) in conformity with Schedule 6 or in Shape of Demand Draft/ Pay Order or Call Deposit Receipt (CDR) in favour of "Chief Executive Officer, TransPeshawar (The Urban Mobility Company)".
 - (a) The Bid Bond must be provided by the Bidder from Schedule Bank in Pakistan. In case of Joint Venture / Consortium submitting Bid Bond through Bank guarantee, the Bid Bond must be on the name of all members of JV / Consortium. In case of Joint Venture / Consortium submitting Bid Bond in the Shape of Demand Draft/ Pay order or Call Deposit Receipt (CDR), the Bid Bond may be on the name of any one member of JV / Consortium.
 - (b) The Bid Bond can be claimed by TransPeshawar Company in case of:
 - (i) Withdrawal from the Bidding Process between the Proposal Submission Date and the signing date of the Service Agreement;
 - (ii) Failed to submit Performance Security within prescribed time;
 - (iii) Exclusion from the Bidding Process by TransPeshawar Company in case of any wilful misconduct such as Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice.

- (c) Within seven (7) days after the submission of Performance Security by Winner Bidder, TransPeshawar Company shall release the Bid Bond to all Bidders. The Bid Bond of the Winning Bidder shall be released on the submission of Performance Security.
- (d) The Bid Bond must be signed and dated by the Corporate Secretary or equivalent officer of the bank providing the Bid Bond.
- 6.5.6 The Bidder must submit a **Technical Offer** in conformity with:
 - (a) The Technical Offer must contain the following:
 - (i) Section 1: Organisational Structure and Staffing;
 - (ii) Section 2: Financial Capability;
 - (iii) Section 3: Experience in Buses/ Public Transport Service Vehicles; and
 - (iv) Section 4: Experience of Urban Transport in Peshawar.
 - (b) The Bidder may add additional information if it considers it a necessary contribution.
 - (c) The Technical Offer must not exceed fifty (50) pages (with a minimum font size of 11), the appendices being not considered as part of the Technical Offer.

6.6 Financial Proposal

- 6.6.1 The Bidder must submit a **Financial Offer** in conformity with Schedule 9.
 - (a) The Financial Offer must be signed and dated by the Authorised Representative.

SECTION 7 - EVALUATION

7.1 Responsiveness Criteria

- 7.1.1 Prior to evaluation of Proposals, TransPeshawar Company shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Proposal is received by the Proposal Submission Deadline;
 - (b) the Proposal contains all the information (complete in all respects) as requested pursuant to this RFP; and
 - (c) the Proposal does not contain any condition or qualification.
- 7.1.2 TransPeshawar Company reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by TransPeshawar Company in respect of such Proposal.

7.2 **Evaluation Criteria**

7.2.1 TransPeshawar Company shall evaluate the Technical Offers in accordance with the following criteria:

Technical Offer Maximum Points		How each item is scored	Data to be provided by the Bidder		
Section 1: Organ	isational Str	ucture and Staffing (25)			
1.1	5	Current Organizational structure if the	Organization Chart		
Organisational structure		firm has a well-defined departmental structure, such as Accounts, operations, HR/Admin, Quality Management etc	(In case of JV, apply to all members)		
		No Organization Chart/Hierarchy: 0 Organization Chart/Hierarchy: 5			
1.2 Key Personnel – BRT Vehicle Operations Manager	10	Experience in urban bus / public transport operations for a minimum of five (05) years Less than five-year experience:0 Five years' experience: 5 points Bachelor degree holder: 7 points Master degree holder: 10 points	Resume of qualifications and experience along with degree(s) for potential person to fill Key Personnel positions listed in accordance to Schedule 7		
1.3 Total number of human resource managed by the company	10	Less than 50 = 0 Points 50 to 200 = 5 Points 201 or more =10 Points	List of Human Resources Employed stating Designation and Contact numbers (Duly attested). (In case of JV, any one member of the JV/Consortium can fulfil this criteria)		
Section 2: Finance	ial Capabilit	y (30)			
2.1 Average Annual Turnover of Transport Business in last three years in Millions	15	< 150 = 0 Points > 151 to 250= 5 Points > 251 to 350= 10 Points > 350 = 15 Points	Financial Statements/ Audited Reports for the last three Fiscal years 2015-2016, 2016-2017, 2017-2018 OR three Calendar Years 2016, 2017, 2018 or latest whichever is applicable in the country origin of operations. (In case of JV, any one member of the JV/Consortium can fulfil this criteria)		
2.2 Net Worth of Transport Business in Last Year in Millions (Total Assets - Total Liabilities)	15	Less than 100 = 0 Points > 101 to 200 = 5 Points > 201 to 300 = 10 Points > 301 = 15 Points	Financial Statements/ Audited Reports for the last three Fiscal years 2015-2016, 2016-2017, 2017-2018 OR three Calendar Years 2016, 2017, 2018 or latest whichever is applicable in the country origin of operations. (In case of JV, any one member of the JV/Consortium can fulfil this criteria)		

Technical Offer	Maximum Points	How each item is scored	Data to be provided by the Bidder
3.1 Number of years of bus operations experience (Bus Operations /Public Service Vehicle including but not limited to Urban and Intercity)	15	Less than 3 years = 0 Points 3.1 to 06 years = 5 Points > 6.1 to 10 year = 10 Points > above 10 years = 15 Points	Copy of Route Permits OR Contract Document OR Letter of Award OR Any other valid document for evidence (In case of JV, applies to any one single member with maximum years of experience or while company was member of JV in previous assignment/project)
3.2 Experience in Maintenance of Buses / Public Transport vehicles (PSV)	15	Less Than 10 buses/PSV = 0 Points 10 to 20 buses/PSV = 5 Points 21 to 50 buses/PSV = 10 Points 51 or more buses/PSV = 15 Points	Registration Certificates in case of Buses owned OR Lease Agreement (in case of Buses on Lease OR Any other valid document for evidence by bidders Independently or in JV or as member of JV in previous assignment/project
Section 4: Experi	ence of Urba	nn Transport in Peshawar (15)	
4.1 Operational Experience of Urban Transport in Peshawar	05	Yes = 5 Points No = 0 Points	Route / License Permits OR Contract Document OR Letter of Award OR Any other valid document for evidence (In case of JV, applies to any one single member with relative experience)
4.2 Inclusion of Existing Operators as JV member	10	Include Existing Operators (Individual or Companies) as part of the JV for this project who are currently operating Buses in Peshawar on under construction BRT Corridor as urban operations. If Existing Operators are included as JV member with less than 10 Vehicles (Buses/Wagons) = 0 Points If Existing Operators are included as JV member which are more than 10 Vehicles (Buses/Wagons) and less than 50 Vehicles (Buses/Wagons) = 05 Points If Existing Operators are included as JV member with more than 51 Vehicles (Buses/Wagons) = 10 Points	JV Agreement with the Existing Bus Operators with details in Schedule 8 (Proof of being Existing Operator in Peshawar)
Total Technical Offer Score	100		

7.2.2 All Bidders having submitted:

- (a) a non-responsive Technical Proposal and/or having obtained a total Technical Offer score of less than seventy (70) points shall be disqualified and their Financial Proposals shall be returned unopened; and
- (b) a responsive Technical Proposal and having obtained a total Technical Offer score of seventy (70) points or more shall be qualified for the evaluation of their Financial Proposal.
- (c) Not in violation of Article 5.8.4

- (d) Certificate on Judicial Paper that company is not blacklisted (In case of JV apply to all members)
- (e) Following documents shall be submitted as part of Technical Proposal:
 - i. Copy of its company registration with the Securities and Exchange Commission of Pakistan or with one of the provincial Registrars of Companies/Firms for Lead Member or, for a foreign entity, the equivalent document submitted to and acknowledged by the appropriate government agency equivalent in the foreign country where the foreign entity was registered for recognition or creation of its juridical personality or capacity.
 - ii. Audited Financial Statements of last year (In case of JV/consortium apply to all) or Financial Statements as applicable in the country origin of operations.
 - iii. Valid Registration Certificate for Income Tax, Sales Tax (on goods and services where applicable) or possesses corresponding equivalent documents from the respective country for foreign firms, if applicable (In case of JV, applicable to all member).
 - iv. Income Tax (on goods and services where applicable) Returns for the last tax year or possesses corresponding equivalent documents from the country of origin (In case of JV, applicable to all member). Local companies must be on Active Tax payer list.
 - v. Certificate on Judicial Paper that company is not blacklisted (In case of JV apply to all members)
 - vi. Supporting documents mentioned in Article 7.2.1.
 - vii. Initials on RFP, Operator agreements and all its attachments as token of acceptance of terms and conditions.

(Notes: All documents must be supported by English translation, if in another language)

7.2.3 Among the Bidders having qualified for the evaluation of their Financial Proposal and having submitted a compliant Financial Proposal, the Bidder offering the lowest Kilometre Charge shall be appointed as the First Winning Bidder.

7.3 **Information**

7.3.1 Any information contained in the Application shall not in any way be construed as binding on TransPeshawar Company, its agents, successors or assigns, but shall be binding against the Bidder if any contract is subsequently awarded to it under the Bidding Process on the basis of such information.

7.4 Clarification

7.4.1 TransPeshawar Company may, at its sole discretion, seek clarifications and ask for supporting documents from any Bidder regarding its Proposal. Such clarification(s) must be provided within the time specified by TransPeshawar Company for this purpose. Any request for clarification(s) and all clarification(s) must be sent by email, at the address specified in paragraph 5.5.1.

7.4.2 If a Bidder does not provide clarifications sought under paragraph 7.4.1 within the prescribed time, its Proposal may be rejected. In case the Proposal is not rejected, TransPeshawar Company may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of TransPeshawar Company.

SECTION 8 - GENERAL MATTERS

8.1 **Responsibility of Bidders**

- 8.1.1 Notwithstanding any information given in the RFP and any additional communication from TransPeshawar Company, including supplemental notices and bid bulletins, it is the sole responsibility of any Bidder to:
 - (a) be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
 - (b) examine all the bidding documentation, including all instructions, annexes, forms, schedules, terms, specifications, and drawings; and
 - (c) familiarize itself with all existing laws, decrees, acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

8.2 **Confidentiality**

- 8.2.1 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 TransPeshawar Company in relation to or matters arising out of, or concerning the Bidding Process.
- 8.2.2 TransPeshawar Company shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.
- 8.2.3 TransPeshawar Company shall not divulge any such information, unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or TransPeshawar Company.

8.3 **Proprietary Data**

- 8.3.1 All documents and other information supplied by TransPeshawar Company or submitted by a Bidder to TransPeshawar Company shall remain or become the property of TransPeshawar Company.
- 8.3.2 Bidders must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.
- 8.3.3 TransPeshawar Company will not return any Proposal or any information provided along therewith except copy of Proposal and unopened Financial Proposal.

8.4 Fraud and Corruption

- 8.4.1 It is TransPeshawar Company policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.
- 8.4.2 In pursuit of this policy, TransPeshawar Company:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

Coercion means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.

Collusion means a scheme or arrangement between two or more Bidders, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.

Corrupt Practice means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.

Fraudulent Practice means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Bidders (prior to or after the submission of Proposals) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring entity of the benefits of free and open competition.

Restrictive Practice means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Bidders, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by TransPeshawar Company with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

- (b) will exclude from the Bidding Process any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and
- (c) will denounce to relevant authorities any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Bidder incurring civil and criminal liability under the applicable laws and regulations and being

declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.

8.5 **Governing Law and Rules**

8.5.1 The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.

Schedule 1 Business Structure (partnership/corporation)

To be submitted by a Bidder which is a partnership or corporation

Name of Bidder:							
Contact Information of I	3idder:						
Address							
Website							
Contact Person							
Telephone							
Fax							
Email							
Entity which fulfils the Fina	ancial Capability requirement:						
Name of Entity							
Relationship to Applicant							
Address							
Website							
Contact Person							
Telephone							
Fax							
E-mail							

Entity which fulfils the **Required Services Experience** requirement:

(name, title and date)

Name of Entity						
Relationship to Applicant						
Address						
Website						
Contact Person						
Telephone						
Fax						
E-mail						
For and on behalf of (<u>name of Bidder</u>)						
(<u>signature of Authorized Representative</u>)						

Schedule 2 Business Structure (consortium)

To be submitted by a Bidder which is a Consortium							
Name of Consortium:							
Consortium Members							
	Member	Other member	Other member				
Name							
Percentage Interest in the Consortium							
Type of Legal Entity (corporation/partnership)							
Notes: 1) Insert columns a	s necessary to table a	above	,				
2) Attach supporting	g attested documents						
Contact Information of	Consortium Membe	rs					
Consortium Member							
Address							
Website							
Contact Person							
Telephone							
Fax							
Email							
Consortium Member							
Address							
Website							
Contact Person							
Telephone							
Fax							
Fmail							

Request for Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable Bl	Red	uest	for	Proposal	for	Vehicle	Operation	and	Maintenance	Services	for	Peshawar	Sustainable	BR
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Consortium Member	
Address	
Website	
Contact Person	
Telephone	
Fax	
Email	
(Incort tables as necessar	

(Insert tables as necessary)

Entity which fulfils the **Financial Capability** requirement:

Name of Entity	
Relationship to Applicant	
Address	
Website	
Contact Person	
Telephone	
Fax	
E-mail	

Entity which fulfils the **Required Services Experience** requirement:

Name of Entity	
Relationship to Applicant	
Address	
Website	
Contact Person	
Telephone	
Fax	
E-mail	
For and on behalf of (<u>name o</u>	<u>f Bidder</u>)
(signature of Authorized Rep	resentative)
(<u>name, title and date</u>)	

Schedule 3 Proposal Submission Letter

To be submitted by the Bidder

I, (<u>name</u>), (<u>citizenship</u>), of legal age, with office address at (<u>address</u>), as the Authorized Representative of (<u>name of Bidder</u>), hereby certify for and on behalf of (<u>name of Bidder</u>) that:

- 1. (<u>name of Bidder</u>) is bidding for the provision of the Required Services for Peshawar Sustainable BRT Corridor System and hereby submitting its Proposal, which shall remain valid and binding upon (<u>name of Bidder</u>) for a period of one hundred eighty (180) days from the Proposal Submission Date;
- 2. (<u>name of Bidder</u>) confirms that all statements made and the information and documents provided in its Proposal, including statements made by all Consortium Members, their Affiliates and proposed Subcontractors, are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification;
- (<u>name of Bidder</u>) authorizes TransPeshawar Company to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; (<u>name of Bidder</u>) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
- 4. (<u>name of Bidder</u>) acknowledges the right of TransPeshawar Company to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
- 5. (<u>name of Bidder</u>), including all Consortium Members, their Affiliates and proposed Subcontractors, have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
- 6. (<u>name of Bidder</u>) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against TransPeshawar Company inconvenient the Bidding Process; and
- 7. (<u>name of Bidder</u>) acknowledges that TransPeshawar Company is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that TransPeshawar Company will suffer serious and irreparable damage on account of any breach by (<u>name of Bidder</u>) of these undertakings, and agree that the breach of these undertakings shall result in (<u>name of Bidder</u>)'s automatic disqualification from the Bidding Process.

For and on behalf of (<u>name of Bidder</u>)			
(<u>signature of Authorized Representative</u>)			
(<u>name, title and date</u>)			

Schedule 4 Authority to Bid and Designation of Authorized Representative (partnership/corporation)

To be submitted by a Bidder which is a partnership or corporation

I, (Corporate Secretary or equivalent officer), hereby depose and state that:

I am a citizen of the <u>(Islamic Republic of Pakistan)</u>, of legal age and a resident of $(\underline{Pakistan})$;

I am the duly elected (<u>Corporate Secretary or equivalent officer</u>) of (<u>name of Bidder</u>), a (<u>corporation/partnership</u>) organized and existing under and by virtue of the laws of <u>(Pakistan)</u>;

At a regular/special meeting of the Board of Directors/Partners of the Firm, held on (\underline{date}) at (\underline{place}) , in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

- 1. That (<u>name of Bidder</u>) be, and is, authorized to participate in the Bidding Process and to bid for the provision of the Required Services for TransPeshawar Company Phase 1;
- 2. That (<u>name of Representative</u>) be and is hereby appointed as the authorized representative of the Bidder during the Bidding Process, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Bidder; and
- 3. That any and all acts done and/or performed by (<u>name of Representative</u>) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended or modified and remain valid and binding on the Bidder;

That the above resolutions are in accordance with the records of the Bidder.

(name, title and date)
(signature of Corporate Secretary or equivalent officer)
For and on behalf of (<u>name of Bidder</u>)

Schedule 5 Authority to Bid and Designation of Authorized Representative (Consortium)

For a Bidder which is a Consortium, to be submitted by each Consortium Member

I, (Corporate Secretary or equivalent officer), hereby depose and state that:

I am a citizen of the <u>(Islamic Republic of Pakistan)</u>, of legal age and a resident of (<u>Pakistan</u>);

I am the duly elected (<u>Corporate Secretary or equivalent officer</u>) of (<u>name of Consortium Member</u>), a (<u>corporation/partnership</u>) organized and existing under and by virtue of the laws of (<u>Pakistan</u>);

At a regular/special meeting of the Board of Directors/Partners of the Firm, held on (\underline{date}) at (\underline{place}) , in which meeting a quorum was present and acting throughout, the following Resolutions were unanimously passed and approved:

1. That the Firm be, and is, through a Consortium consisting of the following Members and their respective nationalities and percentage interests in the Consortium, authorized to participate in the Bidding Process and bid for the provision of the Required Services for TransPeshawar Company;

Name of Consortium Member	Nationality	% Interest

(Insert rows as necessary)

- 2. That (<u>name of Authorized Representative</u>) be and is hereby appointed as the authorized representative of the Firm, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Firm;
- 3. That the Firm in the exercise of its interest in the Consortium hereby authorizes (<u>name of Authorized Representative</u>) as representative of the Consortium during the Bidding Process for the provision of the Required Services, and for such purpose shall have the authority to execute, sign and receive documents for, and otherwise act in the name of the Consortium; and
- 4. That any and all acts done and/or performed by (<u>name of Authorized</u> <u>Representative</u>) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended or modified and remain valid and binding on the Firm;

That the above resolutions are in accordance with the records of the Firm.

For and on behalf of (<u>name of the Firm</u>)		
(signature of Corporate Secretary or equivalent officer)		

(name, date and title)

Request for Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT

Schedule 6 Bid Bond

To be submitted by the Bank providing the Bid Bond

Whereas (<u>name of Bidder</u>, in case of JV insert all names) has submitted a Proposal for the Tender: Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT – Hayatabad Depot (Tender No. OPS/VOC/CONT/CORR/2019/012) for TransPeshawar Company.

I, (<u>name</u>), (<u>citizenship</u>), of legal age, with office address at (<u>address</u>), hereby declare for and on behalf of (<u>name of Bank</u>) that (<u>name of Bank</u>) is bound to TransPeshawar Company in the sum of twenty million Pakistani Rupees (PKR 20,000,000) for payment to TransPeshawar Company.

(<u>name of Bank</u>) undertakes to pay to TransPeshawar Company up to the above amount upon receipt of its first written demand, without TransPeshawar Company having to substantiate its demand, provided that in its demand TransPeshawar Company will note that the amount claimed by it is due because (<u>name of Bidder</u>) has violated one of the conditions stated in the Request for Proposals.

This Bid Bond will expire, (a) if the Bidder is a Winning Bidder, upon signing of Agreement, or (b) if the Bidder is not a Winning Bidder, upon the earlier of (i) seven (7) days after signing of Agreement by successful bidders and (ii) thirty (30) days after the expiry date of the Bidder's Proposal.

Any demand for payment under this guarantee must be received by (<u>name of Bank</u>) on or before the date of expiry of the Bid Bond.

Schedule 7 Key Personnel

To be submitted by the Bidder for each Key Personnel (one per position only)

Name				
Employer				
Position				
Nationality				
Date of birth				
Key Experience				
Employer				
Position				
Start date				
End date				
Description of projects undertaken				
(Insert tables as necessary)			
Educational Background				
College degree:	School:	Year graduated:		
Graduate degree:	School:	Year graduated:		
Professional license:		Year obtained:		
	I	I		
For and on behalf of (<u>name of Bidder</u>)				
(<u>signature of Authorized Representative</u>)				
(<u>name, title and date</u>)				

Schedule 8 Inclusion of Affected Operators

To be submitted by the Bidder

I, (<u>name</u>), (<u>citizenship</u>), of legal age, with office address at (<u>address</u>), as the Authorized Representative of (<u>name of Bidder</u>), hereby certify for and on behalf of (<u>name of Bidder</u>) that:

The below companies and/or individuals have expressed interest to become JV member /Consortium member on terms and conditions detailed in JV agreement;

#	Name of affected operator	Vehicle registration number	Route license number	Service currently provided by the operator	Contact details	Signature
1						
2						
3						

(Insert rows as necessary)

For and on behalf of (<u>name of Bidder</u>)
(<u>signature of Authorized Representative</u>)
(<u>name, title and date</u>)

Required attachments:

- Copies of valid vehicle registration documents
- Copies of route licenses
- Copy of JV / Consortium Agreement

Schedule 9 Financial Offer

To be submitted by the Bidder

- I, (<u>name</u>), (<u>citizenship</u>), of legal age, with office address at (<u>address</u>), as the Authorized Representative of (<u>name of Bidder</u>), hereby declare for and on behalf of (<u>name of Bidder</u>) that:
- 1. (<u>name of Bidder</u>) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
- 2. (<u>name of Bidder</u>) has examined the specifications of BRT vehicles and made all due diligence in estimation of all operation and maintenance costs of BRT system envisioned under the Agreement;
- 3. (<u>name of Bidder</u>) hereby submits its Financial Proposal, which includes cost of all services mentioned in RFP, Service Agreement and its attachment (Annexures), which shall remain valid and binding upon (<u>name of Bidder</u>) for a period of one hundred eighty (180) days from the Proposal Submission Date; and
- 4. The Kilometre Charge offered by (<u>name of Bidder</u>) is of an amount of (<u>integer amount in words</u>) Pakistani Rupees (PKR (<u>integer amount in numbers</u>)).

For and on behalf of (<u>name of Bidder</u>)	
(<u>signature of Authorized Representative</u>)	
(<u>name, title and date</u>)	

Schedule 10 Affidavit of Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

[Name of service provider/operator] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider/operator] 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK, except that which has been expressly declared pursuant hereto.

[Name of service provider/operator] 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 GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of service provider/operator] 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 GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] 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 GoKPK.

			Signature & Stamp
Subscribed and sworn to me this	day of	2018	

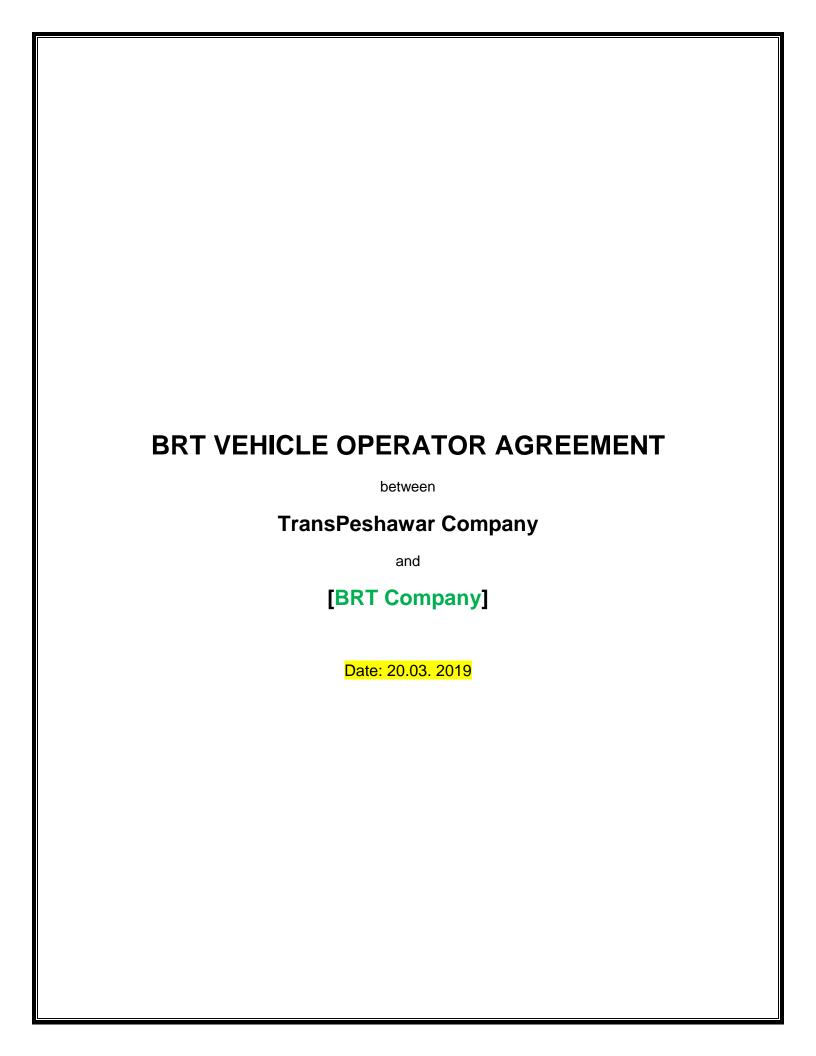
Schedule 11 Comment Form

Name of Bidder:		
Individual Clarification Meeting requested : Yes / No		
Comment 1		
Subject		
Location in RFP (clause and page number)		
Original wording in RFP		
Comment / motivation for amendment		
Suggested amended wording		
Comment 2		
Subject		
Location in RFP (clause and page number)		
Original wording in RFP		
Comment / motivation for amendment		
Suggested amended wording		
Comment 3		
Subject		
Location in Service Agreement (clause and page number)		
Original wording in Service Agreement		
Comment / motivation for amendment		

Suggested amended wording	
Comment 4	
Subject	
Location in Service Agreement (clause and page number)	
Original wording in Service Agreement	
Comment / motivation for amendment	
Suggested amended wording	
Comment 5	
Subject	
Location in Service Agreement (clause and page number)	
Original wording in Service Agreement	
Comment / motivation for amendment	
Suggested amended wording	
Comment 6	
Subject	
Location in Service Agreement (clause and page number)	
Original wording in Service Agreement	
Comment / motivation for	

Request for Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable Bl

Comment / motivation for amendment			
Suggested amended wording			
Comment 10			
Subject			
Location in Service Agreement (clause and page number)			
Original wording in Service Agreement			
Comment / motivation for amendment			
Suggested amended wording			
For and on behalf of (<u>name of</u>			
(<u>name, title and date</u>)			



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THIS BRT VEHICLE OPERATOR AGREEMENT (the "Agreement") is made on [2019 BETWEEN

- 1. **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan on February 09, 2017 with company registration no.0105691 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK, Pakistan ("**TPC**"); and
- 2. < Insert name of the new BRT Company/Special purpose vehicle>, a company incorporated in [•••••••], with company registration no. [••••••] and whose registered address is at [•••••••] (the "Operator").

TPC and the Operator are individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. TPC is a corporate entity established by the Government of Khyber Pakhtunkhwa, Pakistan responsible for design, procurement, implementation and ongoing BRT operations in the Peshawar BRT System.
- B. TPC intends to enter into long-term agreements with suitable operator (selected through a competitive bidding process) who will provide operation and maintenance of the Vehicles as part of the Project.
- C. The Operator, the vehicle operating company, is a special purpose company which has been set up for the purposes of entering into and performing this Agreement.
- D. TPC wishes to appoint the Operator on a non-exclusive basis to provide the Services and the Operator wishes to accept such appointment and carry out the Services, in accordance with the terms and conditions of this Agreement.

NOW THE AGREEMENT PROVIDES:

PART A - GENERAL

1. Preliminary Matters

- 1.1 Definitions and Interpretation
 - 1.1.1 The defined words and expressions set out in Clause 1 of Annex A [Definitions and Interpretation] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause 2 of Annex A [Definitions and Interpretation] hereof shall apply to the Agreement.
 - 1.1.2 In the event of any inconsistency between the provisions of the body of this Agreement and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:
 - (a) the body of this Agreement, including Annex A;
 - (b) Annex B [Operational Specifications Schedule];
 - (c) Annex C [Payment Calculation Schedule]; and
 - (d) Annex D [Property Use Agreement], Annex E [Lease-to-Own Agreement], Annex F [Performance Guarantee], and Annex G [Parent Company Guarantee]; and
 - (e) Annex H [EOP List to be provided after signing of the Agreement].
- 1.2 Effect of this Agreement
 - 1.2.1 The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

1.3 Conditions Precedent

- 1.3.1 TPC shall issue a Service Notice indicating the date upon which all the Conditions Precedent have been fully satisfied (and/or waived as applicable) and otherwise when the Services are to commence.
- 1.3.2 The Conditions Precedent that are required to be satisfied (and/or waived as applicable) are as follows:
 - (a) the Parties initial the form of the Lease-to-Own Agreement as agreed; and
 - (b) the Property Use Agreement is executed by the Parties; and
 - (c) the Operator has provided to TPC the Performance Guarantee in accordance with clause 3; and
 - (d) that the Operator has provided to TPC the Parent Company Guarantee in accordance with clause 4.
- 1.3.3 The Parties shall use their best endeavours to procure the fulfilment of each of the Conditions Precedent.
- 1.3.4 The Parties shall be entitled, by written agreement, to waive any of the Conditions Precedent (only to the extent that a Condition Precedent is capable of waiver under the Applicable Law).
- 1.3.5 If a Condition Precedent remains unfulfilled (and is not waived) for an unreasonably long time (in the opinion of TPC), then, save and except the Surviving Provisions, TPC shall be entitled to consider this Agreement null and void *ab initio* and TPC shall be discharged from any and all liability that may have arisen or that may arise under this Agreement.

2. Appointment of Operator

2.1 Appointment

- 2.1.1 TPC's signing this Agreement shall indicate its appointment of the Operator to provide the Services. Such appointment shall only be effective as of the Effective Date.
- 2.1.2 The Operator hereby accepts the appointment by TPC and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

2.2 Commencement of the Services and Term

- 2.2.1 The Operator shall provide the Services from the Commencement Date until the Termination Date.
- 2.2.2 Unless this Agreement is earlier terminated, the Operator shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of twelve (12) years commencing from the Commencement Date.

3. Performance Guarantee

3.1 The Operator shall ensure that it maintains with TPC a valid and enforceable Performance Guarantee until the Contractor has fulfilled all its obligations under the Agreement. The Operator shall have delivered to TPC as a Condition Precedent the duly executed Performance Guarantee in the form attached hereto as Annex G and in the amount of PKR 250,000,000 (Two hundred & Fifty Million). The Performance Guarantee shall have a term of one (01) years and shall be renewed or replaced and delivered to TPC no later than thirty (30) days before its expiry. TPC shall return the previously provided Performance Guarantee to the Operator within fourteen (14) days of the receipt of the replacement of Performance Guarantee.

- 3.2 Subsequent to the delivery of the initial Performance Guarantee, the Operator shall thereafter ensure that the amount of the renewed or replacement Performance Guarantee is the greater of PKR 250,000,000 (Two Hundred & Fifty Million) or the one (1)-year monthly average of payments due to the Operator multiplied by two and half (2.5). For purposes of this clause, the one (1) year to be used in determining the one (1)-year monthly average shall be the twelve-month period immediately preceding the month before the month in which the determination is being made.
- 3.3 The Performance Guaranteed shall be issued by the Scheduled Bank of Pakistan having minimum Credit Rating of AA in long run.
- 3.4 If the Operator fails to provide TPC with a replacement Performance Guarantee as required under this Agreement, TPC may (without prejudice to its other remedies) immediately liquidate all or part of the Performance Guarantee.
- 3.5 If the Performance Guarantee is partially liquidated, the Operator is obliged to replenish the Performance Guarantee in full within seven (7) days of the date of any liquidation thereof. If the Operator fails to replenish the Performance Guarantee in accordance with this clause, this shall constitute a material breach of this Agreement and TPC shall be entitled to liquidate the remainder of the Performance Guarantee and terminate this Agreement pursuant to clause 38.1.
- 3.6 Subject to the fulfilment by the Operator of all of its obligations under this Agreement, the Performance Guarantee shall be released by TPC within thirty (30) days after the Termination Date.
- 3.7 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Guarantee shall be borne by the Operator.

4. Parent Company Guarantee

- 4.1 In the event that the Operator is a branch, subsidiary, affiliate or otherwise of a Parent Company, then the Operator shall, at its own expense, procure a Parent Company Guarantee for the benefit of TPC from its Parent Company.
- 4.2 In the event that the Operator is a joint venture, partnership, consortium or other association of two or more entities or persons and any member of the Operator is a branch, subsidiary, affiliate or otherwise of a Parent Company, then each such member shall, at its own expense, procure a Parent Company Guarantee for the benefit of the Authority from its Parent Company.

5. Payment for Services

- 5.1 Payment to the Operator for the provision of the Services shall be made in accordance with the Payment Calculation Schedule.
- 5.2 TPC shall be entitled to set off against any amounts payable to the Operator, any amount which may be due by the Operator to TPC.
- 5.3 Any payment to the Operator shall not constitute a waiver of any right held by TPC in respect of a breach of this Agreement by the Operator.

6. Tax

To the extent that the Services or any additional activities and/or services offered by the Operator pursuant to this Agreement are taxable, the Operator agrees to bear all Applicable taxes, charges, duties and/or tariffs by itself (Except Sales Tax on Services) and, upon request from TPC, provide proof that such obligations have been satisfied in full.

- 6.2 In respect of tax-exempt Services, if any, the Operator shall at all times be in possession of a valid tax clearance certificate and shall provide the same to TPC on an annual basis and to the extent that the Operator is not in possession of a valid tax clearance certificate, it shall immediately provide TPC with satisfactory proof of its application for such tax clearance certificate.
- 6.3 TPC may cease all payments to the Operator in respect of any period during which the Operator is not in compliance with the provisions of clauses 6.1 and 6.2 above. Upon such compliance by the Operator, TPC shall effect payment of all amounts that had been withheld pursuant to this clause.

PART B - THE VEHICLES

7. The Vehicles

7.1 The Fleet

- 7.1.1 TPC shall procure the Fleet, including the Initial Fleet, at its own cost.
- 7.1.2 TPC shall not be entitled to schedule more than ninety percent (90%) of all allocated Vehicles to be put into service at any time. The remaining ten percent (10%) shall constitute the notional reserve fleet for the purposes of scheduled maintenance, repair, driver training and immediate replacement for any Vehicles out of service so as to ensure the seamless and continued provision of the Services in accordance with this Agreement.
- 7.1.3 The Initial Fleet shall be delivered to the Operator at the Depot before thirty (30) days of the Commencement Date or at such other time and place agreed between the Parties.
- 7.1.4 For the duration of this Agreement, unless agreed otherwise in writing by the Parties, the Operator shall use the Vehicles solely for the provision of the Services in accordance with this Agreement.
- 7.1.5 Legal title to and ownership of the delivered Vehicles (including all associated tools and equipment) shall remain with TPC until such time as the legal title and ownership is transferred to the Operator pursuant to the terms of the Lease-to-Own Agreement. The Operator shall be a lessee of the Vehicles and shall have the rights and obligations of a lessee to possess and use the Vehicles solely for the purposes expressly provided for in this Agreement and/or agreed in writing between the Parties.
- 7.1.6 TPC agrees to do all things necessary and execute all documents to effect the legal transfer of title, interest and ownership of the Vehicles to the Operator pursuant to the terms of the Lease-To-Own Agreement.
- 7.1.7 The Operator shall not create or allow the creation of any Encumbrance in any manner of any or all of the Vehicles without the prior written consent of TPC.

7.2 Additional and Replacement Vehicles

7.2.1 If TPC deems it necessary to increase the Fleet in order to respond to an increased demand or an anticipated increase in demand for the Services or economic reasons or for operational reasons or for any other reasons, TPC may assign the Additional Vehicles to the Operator. TPC reserve the right to increase the quantity by 100 % fleet of the existing Contract on the terms and conditions of this Agreement but without Spare parts. Such Additional BRT Vehicles will be assigned by TPC to Operator through Service Notice.

- 7.2.2 At the time of providing Additional Vehicles to the Operator under Clause 7.2.1, the TPC shall in its sole discretion, determine whether it is in its interest to execute a Lease-To-Own Agreement in connection with such Additional Vehicle(s). If it determines that it is not in its interest to execute a Lease-to-Own Agreement in connection with such Additional Vehicle(s), then it shall retain full legal title and/or ownership of such Additional Vehicle(s).
- 7.2.3 The Operator shall be obliged, during the term of this Agreement, to immediately notify TPC in writing of any Vehicle which has travelled more than 1.2 million kilometres and shall specifically state in that notification whether or not it deems a Replacement Vehicle necessary. TPC shall make an independent determination of whether it believes such Vehicle is suitable to continue in operation. If, in its sole discretion, TPC determines that a Replacement Vehicle is required, then such Replacement Vehicle shall be procured by TPC and provided to the Operator.

8. Delivery, Care and Ownership of the Vehicles

- 8.1 TPC shall deliver or procure the delivery of the Vehicles allocated to the Operator on the relevant Vehicle Delivery Date(s) (tentatively) and the Operator shall be obliged to accept such delivery in accordance with this Agreement.
- 8.2 At the time of delivery of the Vehicles, the Operator and TPC shall jointly carry out an inspection of the Vehicles delivered to the Operator. The state and condition of each Vehicle shall be recorded in writing and that writing signed by the Operator and TPC.
- 8.3 The Vehicles shall be properly maintained by the Operator in accordance with the manufacturer's standards and/or requirements.
- 8.4 TPC shall be entitled to conduct unscheduled inspections of each Vehicle to ensure that it continues to be in compliance with the Operational Specifications Schedule and in satisfactory operational condition (fair wear and tear excluded). If any Vehicle is found not to be in compliance with the Operational Specifications Schedule or in unsatisfactory condition, TPC shall immediately inform the Operator and the Operator shall, within a reasonable time or a time determined by TPC, effect the required repairs/replacement at its own cost.
- 8.5 If a Vehicle requires repair/replacement and is not so repaired/replaced by the Operator within a reasonable time or the time determined by TPC, TPC shall be entitled to either liquidate a part or all of the Performance Guarantee for purposes of effecting such repairs/replacement and/or access the Reserve Fund for purposes of effecting such repairs/replacement. Any usage of the Reserve Fund by TPC shall obligate the Operator to replenish the Reserve Fund to the required and/or agreed levels.

PART C - OPERATOR RESPONSIBILITIES

9. General Obligations – Vehicles and Operations

- 9.1 The Operator shall operate the Vehicles in accordance with this Agreement (including the Operational Specifications Schedule) and the Applicable Law.
- 9.2 The Operator shall ensure that the Vehicles at all times are in compliance with the Operational Specifications Schedule, the requirements of any applicable specifications and the Applicable Law.
- 9.3 The Operator shall maintain detailed vehicle maintenance and repair records for the duration of this Agreement. TPC shall be entitled to audit such records upon giving the Operator no less than twenty-four (24) hours' notice. The Operator shall also provide these records (or any portions thereof) as may be reasonably requested by TPC.

9.4 Unless expressly specified in this Agreement, the Operator shall solely be responsible for all cost and/or expenses associated with the fit-out, furnishing, administration, office space and/or any and all operational costs associated with its operations until the Termination Date.

10. Operations of the Vehicle Operating Company

- 10.1 VOC Dispatch Schedule and Headway Targets, Vehicle Dispatch Plans and Service Delivery Plans
 - 10.1.1 TPC (either directly or through the System Control Service Provider) shall, no later than fourteen (14) days prior to the Commencement Date, provide to the Operator the initial VOC Dispatch Schedule and Headway Targets. TPC (either directly or through the System Control Service Provider) shall thereafter on a monthly basis provide the VOC Dispatch Schedule and Headway Targets to the Operator. The relevant VOC Dispatch Schedule and Headway Targets shall be provided to the Operator no later than seven (07) days prior to the end of the calendar month for which it is intended to be implemented.
 - 10.1.2 The Operator shall within three (03) days of receipt of the initial VOC Dispatch Schedule and Headway Targets, submit for TPC's approval a Vehicle Dispatch Plan. TPC shall, within three (03) days of its receipt of the Vehicle Dispatch Plan, approve or reject (with or without comments) such submitted Vehicle Dispatch Plan.
 - 10.1.3 The Operator shall not be entitled to modify an approved Vehicle Dispatch Plan unless it receives TPC's prior written approval.
 - 10.1.4 Within twenty-one (21) days of the Effective Date (unless otherwise agreed by TPC), the Operator shall prepare and submit for TPC's approval the Service Delivery Plan. Such Service Delivery Plan shall, at a minimum, detail the Operator's plans for rendering the Services in accordance with the Operational Specifications Schedule.
 - 10.1.5 TPC shall be entitled to request periodic revisions to the Service Delivery Plan so that it accurately reflects the requirements for effectively performing the Services. The Operator shall make such revisions (within the time specified by TPC) and submit such revisions for TPC's approval. The Operator shall not be entitled to modify an approved Service Delivery Plan unless it receives TPC's prior written approval to do so.
 - 10.1.6 The Operator shall provide the Services strictly in accordance with the Operational Specifications Schedule, the approved Service Delivery Plan and any further instructions of TPC given pursuant to this Agreement.
 - 10.1.7 Notwithstanding the Operator's obligations regarding servicing and maintenance of Vehicles, the Operator shall be entitled to apply to TPC in writing for a variation in the types of Vehicles which are to be used to provide the Services on the basis of a change in passenger demand or the utilisation of better suited Vehicles with a different capacity than the Capacity, having regard to Vehicles then at the Operator's disposal. TPC shall, in its sole discretion, be entitled to grant or refuse such request having regard to, among other things, the financial implications thereof. TPC's decision shall be communicated to the Operator within 14 days of the Operator's written request being received by TPC and shall be final and binding on the Operator.
 - 10.1.8 The Operator may not refuse to convey a person on a Trip (excluding a Trip in relation to Scheduled Positioning Kilometres) or part thereof unless:
 - (a) the passenger Capacity will be exceeded at the time in question; or
 - (b) such person is or becomes violent, offensive, abusive, engages in illegal conduct or represents a threat to other occupants of the Vehicle; or

(c) such person refuses to pay the fare or presents an invalidated ticket.

Where such an incident occurs, the Operator shall be obliged to log a report with TPC within fifteen (15) minutes of the occurrence (or as soon as practicable thereafter), detailing the nature and location of the incident and where applicable, details of the parties involved.

- 10.2 Minimum Kilometre Entitlement and Kilometre Variations
 - 10.2.1 From the Commencement Date and for the duration of the Agreement, the Operator shall be entitled to operate the Fleet for the Minimum Annual Kilometre Distance.
 - 10.2.2 Should the Operator for any reason (not attributable to itself) be prevented from operating a Vehicle for the Minimum Kilometre Distance, then TPC shall pay the Operator hundred percent (100%) of the Kilometre Charge for the difference in distance actually operated and the Minimum Kilometre Distance.
 - 10.2.3 For purposes of calculating the Minimum Kilometre Distance, TPC shall include Scheduled Kilometres and distances operated in relation to Event Services and Charter Services.
 - 10.2.4 TPC shall not be entitled to decrease the number of kilometres to be operated to an amount less than the Minimum Annual Kilometre Distance. TPC shall also not be entitled to decrease the number of kilometres to be operated by the Operator by more than thirty percent (30%) without giving the Operator at least three (03) Months' notice.
 - 10.2.5 TPC shall increase Annual Guaranteed Kilometres through advance notification in following three stages:
 - i. Annual Guaranteed Kilometres of 20,000 (for both type of BRT Vehicles) from date of partial corridor Operations (if any).
 - ii. Annual Guaranteed Kilometres of 50,000 (for both type of BRT Vehicles) from date of full corridor and Direct Routes Operations subject to three-months advance notice to Operator.
 - iii. Annual Guaranteed Kilometres of 70,000 Km for 12-meter and 80,000 Km for 18-meter BRT Vehicles after one year of full corridor and Direct route operations subject to three-months advance notice to Operator.
- 10.3 Temporary interruptions, delays or deviation from scheduled Trips
 - 10.3.1 The cancellation of Trips by the Operator shall only be permitted if such cancellation is due to:
 - (a) unforeseen road closures, traffic congestions, weather conditions (subject to prior agreement with TPC), or any Event of Force Majeure; or
 - (b) immediate danger to life and/or personal injury and/or serious damage to property,

in which event, TPC and the Operator shall meet in good faith on an urgent basis, to agree upon the deviation from the Trips to be allowed and the expected date and/or time of recommencement of the Trips, or if the Parties fail to reach agreement within one (1) hour after having met for the first time, TPC's decision shall be final and binding on the Parties.

- 10.3.2 Where the Operator is of the opinion that Trips should be cancelled due to boycott action, intimidation, violence, strike action or any threats of the aforegoing, either against the Operator or generally, the Operator shall refer the matter to TPC for its decision, which shall be final and binding and not be subject to the provisions of clause 39. Should TPC decide that such cancellation is justified, no Liquidated Damages shall apply. However, should TPC decide that such cancellation is not justified and the Operator nevertheless fails to render the Services for any period of time whilst the action or threats contemplated above continue, the Operator shall be penalised in accordance with clause 33 and the Operational Specifications Schedule and no payment shall be made in respect of such cancelled Trips.
- 10.3.3 The Operator shall inform TPC immediately of any proposed cancellation of any Trips pursuant to clause 10.3.1(a) and/or clause 10.3.1(b) and the Parties shall meet on an urgent basis to agree upon the deviation to be allowed and the recommencement of the Trips, or if they fail to reach agreement within a reasonable time as determined by TPC, TPC's decision shall be final and binding on the Parties and clause 39 shall not apply in relation to TPC's decision.
- 10.4 Skill and care in rendering uninterrupted Services
 - 10.4.1 The Operator shall exercise the highest degree of skill, care and diligence in the provision of the Services to the reasonable satisfaction of TPC.
 - 10.4.2 Without limiting the generality of the aforegoing, the Operator shall provide the Services at a standard which would reasonably avoid the incurring of Liquidated Damages as contemplated in the Operational Specifications Schedule.
 - 10.4.3 The Operator acknowledges and accepts that it is imperative for the success of the BRT System that the Services are rendered without interruption or delay and undertakes to do all things reasonably necessary to ensure such uninterrupted, prompt and efficient service.
- 10.5 Compliance with standard operating and control procedures and requirements
 - 10.5.1 The Operator shall at all times comply with any standard operating and control procedures and requirements for the day to day administration, monitoring, control and performance of this Agreement as may be reasonably determined by TPC from time to time and the specific circumstances under which the BRT System operates from time to time, which shall include the Operational Specifications Schedule.

11. Operating Licenses

11.1 The Operator shall maintain the validity of all Operating Licences for the duration of this Agreement and shall ensure that the terms or conditions of such Operating Licenses are not contravened.

12. Deleted Intentionally

13. Drivers

13.1 The Operator shall hire Drivers are with valid PSV license and who are suitably qualified and shall ensure that all Drivers for duration of the Services remain suitably qualified, trained and meet the requirements set out in the Operational Specifications Schedule and any Applicable Laws.

13.2 Notwithstanding any Liquidated Damages that may be applied pursuant to this Agreement, in relation hereto, where a Driver operates a Vehicle in contravention of any Applicable Law and/or the requirements of the Operational Specifications Schedule, TPC shall be entitled to demand (and the Operator shall be obliged to promptly comply with such demand) that such Driver is immediately removed from the Vehicle and replaced with another Driver who is suitably qualified.

14. Co-operation with Other Contractors

- 14.1 Where interaction between the Operator and any Other Contractors/Operators is required in accordance with this Agreement, in practice or in accordance with a Service Notice or Protocol, for the efficient and effective operation of the BRT system, the Operator shall cooperate with Other Contractors/Operators and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with Other Contractors, in accordance with the Service Notice or Protocol, as the case may be.
- 14.2 Should the Operator and Other Contractors fail to reach an agreement as contemplated in clause 14.1, TPC shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between them, as the case may be.
- 14.3 In any event, notwithstanding the provisions above, TPC shall at all times be entitled to issue Protocols regulating the interaction between the Operator and Other Contractors/Operators.
- 14.4 The Operator shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement between the Operator and Other Contractors in accordance with clause 14.1 above.

15. Equipment on Vehicles

- 15.1 The Operator shall, if required and/or where applicable, take all necessary steps to make the Vehicles available to TPC and its contractors for the purposes of installation, removal or maintenance of any equipment:
 - 15.1.1 within twelve (12) hours of TPC or its contractors requesting such access for purposes of maintenance or servicing;
 - 15.1.2 within twenty-four (24) hours of TPC or its contractors requesting such access for purposes of maintenance or servicing of the Vehicles at a location other than a Depot; and
 - 15.1.3 within one (1) hour in emergency situations (subject to traffic conditions and completion of trip) and where the relevant Vehicle is required for the provision of the Services.
- 15.2 Where equipment on a Vehicle which Other Contractors are required to maintain and repair malfunctions and results in a Vehicle being removed from the Services, the Operator shall make such Vehicle available to the relevant Contractor immediately for repair of the aforesaid malfunction. Should the Operator make such Vehicle available to the relevant Contractor immediately, no Liquidated Damages in respect of missed Trips shall be imposed on the Operator.

16. Employment

- 16.1 The Operator shall recruit and employ all Employees necessary to provide the Services, including Drivers, mechanics, washer/cleaner, inspectors and all other administrative and management staff.
- 16.2 The Operator shall, in recruiting staff to comply with its obligations in accordance with this Agreement, and shall where appropriate, provide any training required (including but not limited to driving, customer service, emergency management and services) to render such persons suitable to provide the Services required under this Agreement.

- 16.3 The Operator shall, for a period of no less than three (03) years from the Commencement Date, ensure that at least thirty percent (30%) of its Employees shall be employed from the EOP List. The Operator shall screen the potential staff on the EOP List and provide any training required in order to achieve and maintain the thirty percent (30%) threshold.
- 16.4 Should the percentage of Employees employed from the EOP List at any time fall below the threshold referred to in clause 16.3, TPC shall be entitled to request that the Operator provide TPC with a brief statement setting out:
 - 16.4.1 the reasons for failing to maintain any of these thresholds;
 - 16.4.2 all steps the Operator has taken to meet and maintain these thresholds (including providing applicable training to available but unqualified potential staff); and
 - 16.4.3 any other factors which the Operator considers relevant in assisting TPC to exercise its discretion under clause 16.5.
- 16.5 After consideration of the Operator's statement and such further information as TPC may request, TPC shall be entitled, in its sole discretion, to waive all or part of any applicable Liquidated Damages under the Operational Specifications Schedule.

16.6 Gender Action Plan

- 16.6.1 The Operator shall ensure that at least twenty percent (20 %) of its Employees are female. Operator shall also develop internal policies to promote working environment for women, and person with disabilities which should be in line with national regulations.
- 16.6.2 Offices hired/ used by the Operator shall be universally accessible for women, children, and person with disabilities. Operator shall provide employment opportunities to person with disabilities in accordance with the relevant laws and provide equal employment opportunities irrespective of Gender preference.
- 16.6.3 Should the percentage of Employees employed from at any time fall below the threshold referred above, TPC shall be entitled to request that the Operator to provide TPC with a brief statement setting out:
 - a) the reasons for failing to maintain any of these thresholds;
 - all steps the Operator has taken to meet and maintain these thresholds (including providing applicable training to available but unqualified potential staff); and
 - c) any other factors which the Operator considers relevant in assisting TPC to exercise its discretion under clause below.
- 16.6.4 After consideration of the Operator's statement and such further information as TPC may request, TPC shall be entitled, in its sole discretion, to waive all or part of any applicable Penalty under the Key Performance Indicators/ Operational Specification Schedule.

17. Uniforms

17.1 The Operator shall ensure that its Employees are appropriately attired in the Uniforms prescribed in the Operational Specifications Schedule (as may be amended from time to time).

18. Image and Marketing

18.1 The Operator shall not use any image, brand name, company name or his parent company name, markings, graphics and/or signage of TPC for any purpose except with the written approval of TPC.

- 18.2 The Operator shall comply with instructions from TPC from time to time regarding branding in terms of the use of graphics, brand name, company name, information, signage, information, advertising and Vehicle livery and will co-operate with and participate in agreed marketing programmes as directed by TPC.
- 18.3 The Operator shall be entitled to, with TPC's prior written approval of the content, affix or display advertising material in agreed designated areas only on the interior of the Vehicles and generate revenues out of such advertising activity in accordance with the Operational Specifications Schedule. The Operator shall also be entitled to affix or display advertising material on back side of only 12-meter bus in agreed designated area (approximately 2 meter x 0.8 meter area). For avoidance of doubt, certain content (for example vulgar or culturally insensitive content or content relating to the advertising of any other mode of transportation) are strictly prohibited and will not be approved by TPC.

19. Access control

19.1 The Operator shall coordinate with the System Control Service Provider to monitor access control and fare evasion on Vehicles. The System Control Service Provider shall be primarily responsible for managing access control and fare evasion on Vehicles.

20. On-board Units

- 20.1 TPC shall have the right to install, maintain, replace and/or upgrade the On-board Units on the Vehicles during the term of this Agreement.
- 20.2 The Operator shall:
 - 20.2.1 at all times comply with the reasonable specifications and instructions for the operation, care and use of the On-board Units as prescribed by TPC by notice from time to time;
 - 20.2.2 not allow the On-board Units to be used for any purpose other than to fulfil its obligations in respect of the provision of the Services as set out in this Agreement;
 - 20.2.3 keep detailed record of all defects and repairs effected by TPC's contracted suppliers of the On-board Units for inclusion in regular reports to TPC as may be prescribed by TPC from time to time;
 - 20.2.4 bear the cost of repair to or replacement of the On-board Units occasioned by theft or damage or resulting from the abuse or negligence. The Operator shall be entitled to inspect the relevant On-board Unit prior to such repair or replacement;
 - 20.2.5 not permit any Vehicle to leave the Depot for the purpose of performing a Trip with an unrepaired and/or defective On-board Unit, unless the Operator has reported the defect to TPC and TPC has instructed the Operator to utilise the relevant Vehicle on a specific Route;
 - 20.2.6 ensure that all Drivers immediately report any malfunctioning and/or defects in any of the On-board Units detected during any Trip or maximum at end of trip, to TPC. Each such report must be made to the Operator by the relevant Driver by no later than the time of the relevant Vehicle's arrival at the next Station or Stop according to the Schedule. The Operator shall immediately report such malfunction and/or defect to TPC and shall subsequently provide a written report of the same to TPC. The Operator and the Driver shall adhere to any instruction given by TPC after reporting a defect;
 - 20.2.7 afford the System Control Service Provider, authorised by TPC, reasonable access to the Vehicles for purposes of maintaining and/or servicing of the Onboard Units.
- 20.3 Risk and ownership of the On-board units
 - 20.3.1 Ownership of the On-board Units shall at all times, unless later agreed otherwise in writing, remain vested in TPC.

20.3.2 The Operator shall not be entitled to remove, sell or otherwise dispose of or encumber in any way whatsoever, the On-board Units or any part thereof during the term of this Agreement.

21. Monitoring of the Services

- 21.1 TPC shall be entitled to require regular written reports by the Operator in such reasonable form, detail and frequency as may be determined by TPC or to call meetings with the Authorised Representative of the Operator on reasonable notice, for any purposes regarding the performance of the Services and/or the implementation of this Agreement.
- 21.2 An Authorised Representative of TPC shall at all reasonable times be given access to the Vehicles, the Staging Area, Stops, Employees and any place where the Services (or any portion thereof) are being performed to satisfy itself as to the Operator's compliance with its obligations under this Agreement and for purposes of assessing the Operator's performance against agreed KPIs.

22. Provision of Financial Information

- 22.1 For the duration of this Agreement, the Operator shall deliver to TPC:
 - 22.1.1 audited annual financial statements of the Operator within ninety (90) days after each relevant Financial Year-end; and
 - 22.1.2 unaudited management accounts of the Operator (comprising a profit and loss account, balance sheet and cash flow statement), copies of which shall be delivered to TPC within thirty (30) days after the end of each Quarter of a Financial Year. Without detracting from TPC's rights under this Agreement, and in order to assist the Operator in taking proactive steps to ensure the sustainability of its operations and identify any negative trends which may likely impact the Services, TPC may provide the Operator with such feedback as it may consider appropriate from time to time arising from its consideration of the Operator's management accounts submitted in accordance with this clause 22.1.2.
- 22.2 The Operator shall provide TPC with all information as TPC may be required to provide to any Regulatory Bodies, from time to time.
- 22.3 The Operator's financial statements shall be prepared in accordance with IFRS (international financial reporting standards within the meaning of Companies Act 2017 as applicable in Pakistan) and fairly reflect the financial position of the Operator as at the date and for the period for which such statements are prepared.
- 22.4 The Operator shall furnish to TPC, within three (03) Business Days of receipt by it of written demand from TPC, all such additional information as may be reasonably required by TPC from time to time.
- 22.5 The Operator shall notify TPC in writing, immediately (but in all events within seven (7) days) upon the occurrence of any of the following events:
 - 22.5.1 if at any time the Operator becomes Financially Distressed; or
 - 22.5.2 if the Operator considers or resolves to seek any insolvency, bankruptcy or similar protection under Applicable Law.
- 22.6 If the Operator notifies TPC pursuant to clause 22.5, such notice shall set out the full details of the Financial Distress or the actual or proposed action, and TPC shall be entitled, without derogating from and/or diminishing any rights and/or entitlements it may have under this Agreement, under Applicable Law or otherwise, to do all things it deems necessary in order prevent any potential disruption to the Services.

23. Incident Reporting

- 23.1 Should the Operator become aware of events or circumstances which have prevented, are preventing or will prevent the Operator from providing the Services, the Operator shall immediately after becoming so aware, advise TPC of such events or circumstances and also indicate the manner in which the provision of the Services were, are or are going to be impacted.
- 23.2 In addition to any obligations under Applicable Law, the Operator shall immediately after its occurrence notify TPC or its Authorised Representative of any accident relating to the Services (whether or not a Vehicle has been involved and including accidents at the Depot) in which persons have been injured or killed.
- 23.3 The Operator shall be required to report all other incidents as may be further defined by a Protocol, excluding such incidents as described in clause 23.2 above, to TPC in writing within two (2) Business Days of the Operator becoming aware or where a prudent operator should have reasonably become aware of the incident.
- 23.4 The Operator shall report:
 - 23.4.1 any acts of vandalism or damage to the Stops and/or Stations;
 - 23.4.2 the obvious need for cleaning of Stops; and
 - 23.4.3 the use of the Stops by trespassers,
 - to TPC within one (1) days of becoming aware of their occurrence.

24. Other responsibilities

- 24.1 The Operator shall be responsible for the safe disposal of waste, oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law.
- 24.2 The Operator shall at its own cost comply with all labor, employment, occupational health and safety regulations and standards applicable to the Services.
- 24.3 The Operator shall be liable for and pay all traffic fines incurred as a result of the use of the Vehicles, as well as any additional Liquidated Damages set out in the Operational Specifications Schedule.
- 24.4 TPC will either take waiver of terminal fee, toll fee, or adda fee (if any) on route of operation or pay directly to Government agency. If no waiver granted to TPC or paid directly by TPC, the Operator shall pay terminal fee, toll fee, add fee (If any) in the city on Route of operations and TPC will reimburse such costs to Operator on actual costs basis upon producing proof and will be paid on rate notified by Government for the terminal, adda or
- 24.5 The Operator shall be responsible for provision and maintenance of terminal facilities for his staff on Off-Corridor routes.
- 24.6 The Operator shall depute at least one person in Control Centre during Operation Hours for effective co-ordination with TPC.
- 24.7 The Operator shall timely pay the cost of all electricity, water and other utilities consumed at Terminal (On-Corridor or Off-corridor routes).
- 24.8 The Operator shall do all facilitation of TPC in inaugurating month of the BRT System and shall bear the cost of any incident or misuse of BRT vehicles by passengers, public or any other third party and must recoup all missing equipment's and do necessary repair, if required. In addition, the Operator shall print 10,000 pamphlets of A4 size for inaugurating ceremony as part of awareness campaign of passengers.

PART D - MAINTENANCE OF VEHICLES

25. General Obligations

- 25.1 The Operator shall, at all times during the term of this Agreement, ensure that all Vehicles utilised in rendering of the Services are kept in a state of good repair and maintained in accordance with the Vehicle Supplier requirements and/or recommendations and the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Operator shall:
 - 25.1.1 be liable for any damage caused to the Vehicles in accordance with its obligations under this Agreement; and
 - 25.1.2 at all times, unless expressly stated otherwise in this Agreement, be responsible for the service, maintenance and upkeep of the Vehicles, including during the Initial Maintenance Period.

26. Maintenance

- 26.1 The Operator shall at all times be required to service, maintain and repair the Vehicles at its own cost and in strict accordance with the specifications, requirement and/or recommendations of the Vehicle Supplier as notified to the Operator from time to time. The Operator shall not do anything which has the effect of voiding any warranty provided by a Vehicle Supplier in respect of any of the Vehicles. The Operator shall do all things required to ensure that TPC does not in any way breach its obligations under the Vehicle Sale Agreement.
- 26.2 During the Initial Maintenance Period the Vehicle Supplier will supervise maintenance of Vehicles carried out by the Operator.
- 26.3 The Operator shall, at its own cost, ensure that each Vehicle undergoes an vehicle emissions test/Vehicle Inspection Test according to Applicable Law and the results and other records relating to such tests shall be maintained and made available to TPC at its request. TPC may, in its discretion, request that the results of each such test be forwarded to TPC within seven (7) days of the completion of each such test.
- 26.4 If at any time a Vehicle is in need of service, maintenance and/or repair and the Operator fails to make such repair within a reasonable time, TPC shall notify the Operator of such failure and shall indicate in that notice the type of service, maintenance and/or repair that is required and the period within which such service, maintenance and/or repair must be completed. If such service, maintenance and/or repair is not completed within the time specified in TPC's notice, TPC shall be entitled to effect such service, maintenance and/or repair at the cost and expense of the Operator in which case TPC may, in its discretion, liquidate partially or fully the Performance Guarantee or pursue its reimbursement of costs and expenses by accessing the Reserve Fund.
- 26.5 The Operator shall maintain a complete and detailed record of all service, maintenance and/or repairs (including the cost of any such service) for each Vehicle and shall, upon reasonable notice, make such records available to TPC for audit and/or inspection.

27. Reserve Fund

- 27.1 The Operator shall establish the Reserve Fund which shall be maintained by TPC as security against amounts which may become due and payable to TPC during the term of this Agreement.
- 27.2 The Reserve Fund shall be built up from amounts retained by TPC from payments due to the Operator. TPC shall retain no more than three percent (3%) of each payment due to the Operator, up to PKR 100,000,000 (one hundred million).
- 27.3 Subject to clause 27.4, TPC shall be entitled to, in accordance with the express terms of this Agreement, make withdrawals from the Reserve Fund at any time after the Commencement Date.

- 27.4 The Operator shall name TPC as a co-beneficiary on the Reserve Fund account and execute all documents and do all things necessary to ensure that the bank or other financial institution with whom the Reserve Fund is established is authorized and empowered to, upon first written demand from TPC, immediately withdraw and/or transfer the demanded amounts to TPC with or without objection from the Operator.
- 27.5 Prior to making any withdrawal from the Reserve Fund, TPC shall have notified the Operator of the Operator's breach of a specific obligation under the Agreement, and shall also provide relevant details in respect of the breach (including the details of the Operator's failure to remedy the breach within the time agreed and/or specified by TPC).
- 27.6 TPC shall, prior to making a withdrawal or as soon as practicable following a withdrawal from the Reserve Fund, provide details of the amount to be withdrawn or the amount that has been withdrawn, and purpose of use. Following a withdrawal, the Operator shall, within the period specified by TPC or agreed between the Parties, replenish the Reserve Fund in a manner prescribed in clause 27.2. Failure of the Operator to replenish the Reserve Fund following a withdrawal pursuant to this clause shall constitute a material breach of this Agreement.
- 27.7 If, upon the expiry of the term of the Agreement or its earlier termination or the termination of the Operator's employment under the Agreement, no amounts are due and/or payable to TPC under this Agreement, then the Operator shall (within fourteen (14) days of such expiry or termination), be entitled to liquidate the Reserve Fund and retain any and all amounts remaining therein.

28. Spare Parts

- 28.1 The Operator is required to stock and secure spare parts store as well as provide suitably qualified staff members to manage such store in accordance with the Operational Specifications Schedule.
- 28.2 Unless expressly agreed otherwise, the Operator shall be responsible for the provision of all spare parts required for the performance of the Services.
- 28.3 TPC will, at no additional charge or cost to the Operator, provide the Operator with an initial limited stock of spare parts for the Vehicles listed in the Operational Specifications Schedule. To the extent any spare part is required for the performance of the Services which is not provided by TPC, the Operator shall be responsible for providing the same at its own cost and expense.
- 28.4 Upon delivery of any spare part(s) from TPC to the Operator, the Parties shall jointly inspect and record the delivery and acceptance of such spare parts and the record of such delivery/acceptance must be retained by the Operator and produced to TPC upon request.
- 28.5 The specific spare parts for the different Vehicle types which TPC may provide are set out in more detail in the Operational Specifications Schedule.

29. Tools and equipment

- 29.1 The Operator is required to provide the required tools and equipment to maintain the Vehicles and/or otherwise to provide the Services in accordance with the Operational Specifications Schedule.
- 29.2 To the extent that TPC has agreed to assist the Operator in providing the tools and equipment, the Operator shall be responsible for the care and safekeeping of this equipment and shall be required to replace and supplement any missing equipment. All tools and equipment supplied by TPC shall become property of Operator on the Termination Date.
- 29.3 Upon delivery of any tools and/or equipment from TPC to the Operator, the Parties shall jointly inspect and record the delivery and acceptance of such tools and/or equipment and the record of such delivery/acceptance must be retained by the Operator and produced to TPC upon request.

29.4 The tools and equipment for the different Vehicle types which TPC will provide are set out in more detail in the Operational Specifications Schedule.

30. Fuel stocks

- 30.1 The Operator shall, for the duration of the Agreement, irrespective of actual or anticipated fuel delivery stoppages or shortage of fuel and electricity supply, ensure that it maintains, at its own cost, at all times adequate levels of fuel, in order to ensure a seamless and uninterrupted delivery of the Services. For purposes of this clause 30.1, adequate levels of stock shall mean at least two (2) days' supply of the relevant types of fuel. The Operator shall be responsible for obtaining, at its own cost, any fuel storage licences to the extent required by the Applicable Law.
- 30.2 TPC shall be entitled to conduct random spot checks to ensure that sufficient fuel levels are maintained and that the aforesaid contingency plans are in place.
- 30.3 The Operator shall provide TPC, upon its request, fuel consumption data per Vehicle type. The fuel consumption data shall be presented in a programmed automated report generated by an automated fuel system approved by TPC.

PART E - AUTHORISED REPRESENTATIVES, PROTOCOLS AND SERVICES NOTICES

31. Authorised Representative

- 31.1 TPC and the Operator shall notify each other, by no later than five (5) days after the Effective Date, of the identity and contact details of their Authorised Representatives. Each Party shall be entitled to replace such Authorized Representative by notice to the other Party.
- 31.2 In addition to TPC's Authorized Representative, TPC shall, by written notice to the Operator, be entitled to engage a System Controls Service Provider and/or otherwise delegate from time to time certain of its obligations under this Agreement. TPC shall clearly specify the responsibility(ies) and/or authority(ies) of such delegate in the notice to the Operator. The Operator agrees to cooperate fully with any such delegate as a representative of TPC.
- 31.3 Unless it is stated otherwise in the notice of a Party, a Party's Authorized Representative shall be entitled to bind such Party for any and all purposes connected with this Agreement.
- 31.4 All Service Notices and other notices required under or pursuant to this Agreement, unless expressly stated otherwise in this Agreement (or instructed in writing by the Party to whom notice is to be given) shall be directed to the Authorised Representative of such Party.
- 31.5 Without derogating from the generality of this clause 31, TPC and the Operator, as the case may be, shall be entitled to appoint further Authorised Representatives for specific matters as detailed in its notification of such Authorized Representative.

32. Service Notices. Protocols and Amendments

- 32.1 TPC shall be entitled to amend the VOC Dispatch Schedule and Headway Targets, Scheduled Kilometres, Types and Number of buses on routes, Stops and Routes (include addition & deletion of Routes and Stops) (and the allocation of any of the aforementioned, , Staging Area, or a Service) or to give notice of an Event Service or a Charter Service, from time to time, in accordance with clause 32.3. Such amendments shall be subject to the availability of required Vehicles and the provisions of this Agreement in respect of applicable notice periods.
- 32.2 TPC already engaged operator for BRT Operations, to whom TPC granted non-exclusive license for use of Chamkani Depot. TPC shall be entitle to define Protocols for facilitation of both Operators and BRT Operations regarding use of Corridor, Staging Area, Depot and common facilities.

32.3 In the event that TPC wishes to amend the items listed in clause 32.1 above, it shall do so by delivery of a Service Notice to the Operator in which case the following notice periods shall apply:

Amendment	Service Notice Period shall not be less than
Routes, Schedule and/or Stops, where no changes to Operating Licences are required	Seven (7) days
Routes, Schedule and/or Stops where changes to Operating Licences are required	Ten (10) Business Days, provided that the Operator need not start operation of the amended Schedule, and/or Stop before the Operating Licence is granted
Event Services	Three (3) days, or less by agreement between the Parties
Charter Services	One (1) day
Allocation of Space for Parking of buses in Staging Area at night or day time or at any other location e.g. corridor, depot, parking space, off-corridor terminal points	One (1) day

32.4 Notwithstanding clause 32.3:

- 32.4.1 where amendments due to an emergency are required by TPC in circumstances where the requisite notice periods cannot be adhered to, but except in relation to Event Services or Charter Services, TPC shall be entitled to issue such instructions as it may deem necessary without complying with the provisions of clause 32.3; or
- 32.4.2 where amendments due to urgent operational requirements are required by TPC, the provisions of clause 32.4.1 shall apply *mutatis mutandis*, save that TPC shall provide at least seven (7) days' notice of such amendment; or
- 32.4.3 in cases where the urgent operational requirements demand less than seven (7) days' notice, TPC shall first consult with the Operator, and

the Operator shall be obliged to comply with such notice except in circumstances where it, on reasonable grounds, does not have the relevant Vehicle and a necessary Driver available.

- 32.5 TPC shall be entitled to issue reasonable Protocols or amend previously issued Protocols on twenty-four (24) hours' notice to the Operator in the case of urgent matters and on seven (7) days' notice in respect of all other matters.
- 32.6 Should TPC issue a Service Notice or Protocol in accordance with this Agreement and the implementation of such Service Notice or Protocol is likely to result in a material increase or decrease in the Operator's costs and/or expenses (which are not already remunerated through the payments made or to be made to the Operator):
 - 32.6.1 the Operator shall be obliged to implement the Service Notice or Protocol, as the case may be, irrespective of the materiality of the expense; and
 - 32.6.2 the Parties shall negotiate with each other in good faith in order to agree an acceptable adjustment to the relevant category of payment in respect of the Operator's costs and/or expenses,

provided that, if either Party alleges that the Service Notice or Protocol materially increases or decreases the Operator's costs and/or expenses (which are not in Required Services/scope of work and not already remunerated through the payments made or to be made to the Operator), such Party shall be obliged to submit to the other, reasonable proof of such material increase or decrease in the Operator's expenses, as the case may be and such material increase or decrease shall be dealt with in accordance with the provisions of clauses 32.6.2 and 32.7. Parties are required to indicate such material increase or decrease ahead of execution/implementation.

- 32.7 If the Parties are unable to reach agreement through negotiations contemplated in clause 32.6.2 within seven (7) days of request by either Party to commence such negotiations, the matter shall be referred for dispute resolution in accordance with the provisions in clause 39.
- 32.8 For purposes of clause 32.6 above, a "material" increase or decrease in the Operator's expenses shall mean an aggregate of all increases and decreases per year (calculated from the Commencement Date and for each ensuing year thereafter) exceeding one percent (1%) of the average Monthly payments to the Operator. The average Monthly payments to the Operator shall be calculated over the preceding twelve (12)-Month period or if within the first twelve (12)-Month period, then the average Monthly payments to the Operator shall be calculated based on the number of months from the Commencement Date until the date of calculation.

PART F - LIQUIDATED DAMAGES

33. Liquidated Damages

- 33.1 TPC shall be entitled to impose Liquidated Damages on the Operator in accordance with the provisions of this clause 33 and the Operational Specifications Schedule for the Operator's failure to achieve certain KPIs as indicated in the Operational Specifications Schedule.
- 33.2 The Parties agree that the amounts specified in this clause 33.2 Error! Reference source not found. and the Operational Specifications Schedule for the Operator's failure to achieve certain KPIs represent the likely loss to TPC as a result of any failure of the Operator to meet the KPIs and are reasonable and constitute liquidated damages and not a penalty. The Operator further waives, to the extent permitted by Applicable Law, any defence as to the validity and quantum of Liquidated Damages set out in this Agreement on the grounds that such Liquidated Damages are void as penalties or otherwise.
- 33.3 TPC shall be entitled to conduct audits of the Operator's operations at any time without notice in order to ensure the continued compliance with this Agreement and that the Operator continues to achieve the various indicated KPIs. Such audits may be conducted in relation to the Vehicles, the Depot, the Staging facility, Stations, Operator's staff, Operator's offices (including service and performance records) and any other place where any element of the Service is being performed.
- 33.4 To the extent that TPC discovered an instance of the Operator's failure to achieve a particular KPI, TPC shall notify the Operator with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated in the Operational Specification Schedule. TPC may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 33.5 If Liquidated Damages are imposed, then TPC shall be entitled to withhold and/or deduct the imposed amounts from the Operator's next payable invoice, any subsequent invoice or in increments from several subsequent invoices. TPC shall be entitled to, in its sole discretion, waive (whether wholly or partially) any Liquidated Damages that is incurred by the Operator.
- 33.6 The maximum amount of Liquidated Damages that may be imposed on the Operator in any given month is as indicated in the Operational Specification Schedule.

PART G - WARRANTIES AND CHANGE IN OWNERSHIP

34. Warranties, Undertakings and Indemnities

34.1 Operator Warranties

- 34.1.1 The Operator acknowledges that TPC has entered into this Agreement relying on the strength of the warranties given to TPC by the Operator and that the warranties are given with the intention of inducing TPC (which has been so induced) to enter into this Agreement on the basis that such warranties are and shall be correct for the duration of this Agreement.
- 34.1.2 Each Operator Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in this Agreement.
- 34.1.3 The Operator accordingly warrants and undertakes that:
 - (a) it is properly constituted and incorporated in accordance with the Applicable Law;
 - (b) it has the power, authority and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
 - (c) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
 - (d) the obligations expressed to be assumed by the Operator under this Agreement are legal, valid, binding and enforceable to the extent permitted by Applicable Law;
 - (e) it will on operation date hold, in cash, an amount equivalent to the acquisition cost of all required tools, equipment, furniture and other basic business materials required for the operating of its business, plus the necessary working capital required during the pre-operational and initial operational period;
 - (f) it is and will be in compliance with all Applicable Laws;
 - (g) the Operator and its shareholders, are not subject to any obligation, noncompliance with which is likely to cause a material breach of this Agreement;
 - (h) it is a special purpose company established in connection with the Project and it has not carried out any activity since the date of its incorporation as a company, other than in connection with the Project;
 - (i) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Operator, pending or threatened against it (including its shareholders) or any of its assets which will or might have a material adverse effect on the ability of the Operator to perform its obligations under this Agreement;
 - it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Operator to perform its obligations under this Agreement;

- (k) no proceedings or other steps have been taken and not discharged (nor threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (I) all information disclosed by or on behalf of the Operator to TPC is true, complete and accurate in all material respects and the Operator is not aware of any material facts or circumstances not disclosed to TPC which would, if disclosed, be likely to have an adverse effect on TPC's decision (acting reasonably) to award this Agreement to the Operator;
- (m) it is not in breach of the provisions relating to Restricted Companies as set out in this Agreement; and
- (n) all insurance premiums in respect of insurance obligations placed on the Operator in accordance with this Agreement have been timely paid and none are in arrears.

34.2 Operator Undertakings

The Operator undertakes with TPC that:

- 34.2.1 it will give TPC immediate notice upon becoming aware that any judicial or court proceedings, mediation, litigation, arbitration, administrative or adjudication by or against the Operator before any court or Regulatory Authority may be threatened or pending;
- 34.2.2 it will not without the prior written consent of TPC (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend, encumber or otherwise dispose of the whole or any part of its business;
- 34.2.3 it will not cease to be lawfully registered in Islamic Republic of Pakistan or transfer in whole or in part its undertaking, business or trade outside the country;
- 34.2.4 it shall not without the written consent of TPC incorporate any company or purchase or acquire or subscribe for any shares in any company save where such company is involved in the provision of the Services and/or Services;
- 34.2.5 it shall not without the prior written consent of TPC make any loans or grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily or for consideration assume any liability (whether actual or contingent) in respect of any obligation of any other person except as contemplated by this Agreement;
- 34.2.6 it shall not change or cease its business or start any other business which is materially different from that to be carried on by it under this Agreement;
- 34.2.7 it shall immediately notify TPC of any discussions and/or negotiations that may result in a change in the ownership structure of the Operator or its ultimate parent company (if applicable).

34.3 TPC and Operator Indemnities

- 34.3.1 The Operator shall take steps to ensure the safety of property and all persons while they are being conveyed on the BRT System or while they are in, entering or leaving premises under the control of the Operator. In particular, the Operator shall be responsible for Passengers whilst they are on a Vehicle and for Passengers whilst they are embarking on or disembarking off such Vehicle.
- 34.3.2 The Operator shall be liable for any loss or damages resulting from damage to property including TPC property, or the death of or injury to any person which is caused directly or indirectly by an intentional or negligent act or omission of the Operator, its agents, Employees or sub-contractors.

- 34.3.3 The Operator indemnifies and agrees to hold TPC harmless against all claims, demands, suits, proceedings, judgments, damages, loss, costs, charges, fines, penalties, taxes and expenses, of whatsoever nature incurred by either of the Parties, or by any third party, in consequence of a failure by the Operator to comply with the terms of this Agreement or any Applicable Law.
- 34.3.4 Nothing contained in this clause 34.3 shall be deemed to render the Operator liable for, or require it to indemnify TPC against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission of TPC or its agents or employees in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto and each Party hereby indemnifies the other against any claims, demands, lawsuits, damages, costs, charges and expenses incurred by such other Party in consequence of the negligent acts or omissions of the other Party's agents or employees.
- 34.4 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Operator in this Agreement are cumulative and none shall be given a limited construction by reference to any other.

35. Change in Ownership

- 35.1 The Operator agrees that there shall be no Change in Ownership of the Operator during the Lock-in Period.
- 35.2 Any change in the ownership structure of the Operator arising as a consequence of:
 - 35.2.1 the grant or enforcement of security in favour of lenders over or in relation to any of the shares of the Operator, provided that any document conferring security over any shares has been approved by TPC (such approval not to be unreasonably withheld or delayed); or
 - 35.2.2 any change in legal or beneficial ownership of any shares that are listed on a recognised investment exchange; or
 - 35.2.3 any transfer of shares in the Operator by its ultimate parent and/or an affiliate of its ultimate parent to its ultimate parent and/or an affiliate of its ultimate parent, shall not constitute a Change in Ownership for purposes of this clause.
- 35.3 The Operator shall obtain TPC's prior written consent (which may be given subject to conditions) to any Restricted Share Transfer.

PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION

36. Force Majeure

- 36.1 If either Party is prevented in whole or in part from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure, such Party shall, as soon as reasonably practicable, notify the other Party accordingly. The aforementioned notice shall contain the following information:
 - 36.1.1 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
 - 36.1.2 a detailed description of the Event of Force Majeure;
 - 36.1.3 an estimate of the time period which the Event of Force Majeure is envisaged to continue; and

- 36.1.4 the measures proposed to be adopted to remedy or minimise the effects of and costs arising from the Event of Force Majeure. If the Operator is the Party prevented from discharging its obligations as a result of the Event of Force Majeure and TPC is of the opinion that the measures proposed are not adequate, it shall advise the Operator by Service Notice. Such Service Notice may propose alternate or additional measures which in the opinion of TPC may curtail the Event of Force Majeure and/or the costs arising therefrom. Notwithstanding the provisions of this clause 36.1.4, the Operator shall be obliged to take all proactive steps as may be reasonably possible in anticipation of Events of Force Majeure so as to enable the Operator to mitigate the financial effects thereof, including but not limited to, the entering into of appropriate contractual arrangements with its Employees.
- 36.2 The Party prevented from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure shall:
 - 36.2.1 use all reasonable endeavours to remedy or minimise the effects of the Event of Force Majeure; and
 - 36.2.2 take all reasonable and necessary steps available to it as contemplated in clause 36.1.4 to mitigate any loss suffered by such Party or the other Party or any passengers as a result of that Party's failure to discharge its obligations pursuant to this Agreement.
- In the event that an Event of Force Majeure affects the Operator's ability to perform any of its obligations under this Agreement and to the extent that the Services, or any part thereof, are suspended, the Operator shall not be entitled to claim payment from TPC for such suspended Services, or any additional costs incurred by the Operator as a result of the Event of Force Majeure or in relation to any steps taken by the Operator in mitigating the effects of the Event of Force Majeure.
- 36.4 In the event that the Operator is the Party affected by an Event of Force Majeure, TPC may, in response to the notice issued by the Operator in accordance with clause 36.1, issue a Service Notice to the Operator indicating any part of the Services which should nonetheless be performed by the Operator for the period during which the Event of Force Majeure subsists. TPC shall in such event make payment to the Operator for such Services in accordance with the Payment Calculation Schedule.
- 36.5 If an Event of Force Majeure no longer prevents the Operator from performing its obligations under this Agreement, the Operator shall be entitled to a reasonable period, taking into account the extent to which it has wound down its operations during the period of Force Majeure, to re-establish the Services in compliance with its obligations under this Agreement.
- 36.6 If an Event of Force Majeure continues uninterrupted for more than one hundred eighty (180) days and continues to prevent a Party from performing all of its obligations under this Agreement, either Party shall be entitled to terminate this Agreement upon fourteen (14) days' notice to the other Party, provided that before doing so the Parties shall first have met to find a mutually satisfactory solution for remedying such Event of Force Majeure and no Party shall terminate this Agreement unless the Parties are unable to agree on a solution.
- 36.7 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a consequence of an Event of Force Majeure or as a result of any failure to carry out any of its obligations hereunder resulting from an Event of Force Majeure.

37. Step-in and Necessary Action

- 37.1 If the Operator commits a material breach of this Agreement to such an extent that TPC is compelled to step in in order to ensure that the Services or any part thereof are continued seamlessly or if TPC reasonably believes that the Operator is unable to perform the Services or a substantial part thereof in the manner contemplated in this Agreement, TPC shall be entitled to give the Operator a notice.
- 37.2 The notice pursuant to clause 37.1 shall set out:
 - 37.2.1 details of the material breach or reasons for TPC's belief (and shall refer to previous relevant notifications, if any) that the Operator is or will be unable to provide the Services or any part thereof;
 - 37.2.2 the remedial action which the Operator should take within the period specified by TPC; and
 - 37.2.3 the date upon which TPC intends to commence the Necessary Action in the event that the Operator fails to take remedial action.
- 37.3 In the event that the Operator fails to take such remedial action within the period specified in TPC's notice, TPC shall be entitled to proceed to take the Necessary Action at the Operator's cost and expense, and may, in its discretion, liquidate partially or fully the Performance Guarantee or pursue its reimbursement of costs and expenses by accessing the Reserve Fund.
- 37.4 The Operator hereby agrees that TPC, in taking the Necessary Action, shall be entitled unrestricted access to the Vehicles, the Depot and any other places where the Services (or any part of it) are being performed and the Operator undertakes to co-operate and do all such things as may be necessary to provide such access to TPC or any third party appointed by TPC and to ensure the seamless operation of the Services or any part thereof.
- 37.5 If TPC takes the Necessary Action, then without prejudice to any of TPC's remedies under the Agreement or the Applicable Law, for so long as and to the extent that such Necessary Action is taken and prevents the Operator from performing any of its obligations under this Agreement:
 - 37.5.1 the Operator shall be relieved from such obligations for the duration of the period in which TPC is taking the Necessary Action; and
 - 37.5.2 without prejudice to TPC's rights to claim damages, the payments due and payable by TPC to the Operator shall equal the amount the Operator would have received if it were performing the obligations affected by the Necessary Action in full over such period, less:
 - (a) any outstanding Liquidated Damages imposed, but not yet deducted as calculated in accordance with the provisions of this Agreement; and
 - (b) an amount equal to TPC's unrecovered costs and/or expenses incurred pursuant to taking such Necessary Action.

38. Breach and Termination

- 38.1 If the Operator commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC then TPC shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Operator and in either event, to recover such damages as it may have sustained.
- 38.2 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Operator:

- 38.2.1 fails to provide or maintain the Performance Guarantee; or
- 38.2.2 fails to provide or maintain the Parent Company Guarantee; or
- 38.2.3 fails to provide or maintain the Reserve Fund; or
- 38.2.4 at any time, is Financially Distressed; or
- 38.2.5 in the opinion of TPC, commits a Prohibited Act; or
- 38.2.6 makes a compromise with its creditors or an assignment in favour of its creditors; or
- 38.2.7 agrees to carry out this Agreement under the supervision of a committee representing its creditors; or
- 38.2.8 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which TPC has given its prior written consent); or
- 38.2.9 sells, transfers or otherwise disposes of all or a substantial portion of its shares, assets or business, without the prior written consent of TPC; or
- 38.2.10 has judgment of a material nature taken against it likely to affect the Operator's status as a going concern and fails to satisfy or apply to have the same set aside within seven (7) days of becoming aware thereof; or
- 38.2.11 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained TPC's prior written consent; or
- 38.2.12 contravenes the provisions of Operational Specifications Schedule; or
- 38.2.13 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
- 38.2.14 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
- 38.2.15 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
- 38.2.16 enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to TPC's calls for proposals or the entering into of any negotiations with TPC in relation to this Agreement; or
- 38.2.17 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
- 38.2.18 consistently fails to observe any provision of this Agreement or the Operational Specifications Schedule (despite being given notice in relation thereto), whether or not Liquidated Damages have been imposed, with the result that the Services may be regarded by TPC as being materially defective; or
- 38.2.19 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages as indicated in the Operational Specifications Schedule consecutively for few months.

38.3 If TPC:

38.3.1 commits a material breach of this Agreement (other than a breach of payment obligations) and fails to remedy the breach within ten (10) Business Days after receipt from the Operator calling upon it to do so; or

38.3.2 commits a breach of any payment obligation in accordance with this Agreement and fails without justification to make payment within thirty (30) Business Days after receipt from the Operator of a notice calling upon it to do so,

then the Operator shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days' notice to TPC and in either event, to recover such costs, losses and damages as it may have sustained.

38.4 In the event of termination of this Agreement:

- 38.4.1 TPC shall be entitled to immediately take possession of all Vehicles and the Depot and the Operator shall be required to surrender its Operating Licences/permits and do all things necessary to transfer ownership of the Vehicles and other assets required for the performance of the Services to TPC; and
- 38.4.2 TPC may immediately appoint auditors to check and verify all relevant books, records and other data of the Operator and the Operator shall give full cooperation in that regard and make all such information available to TPC on request.

39. Dispute resolution

39.1 Disputes

- 39.1.1 For the purposes of this clause 39, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and obligations in accordance with and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.
- 39.1.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of this clause 39.

39.2 Resolution by Chief Executives

39.2.1 Any dispute arising in connection with this Agreement may be referred by either Party to the Chief Executive of the Operator and the Chief Executive of TPC (or such other senior executives as the relevant Parties may determine) who shall attempt to resolve the matter within ten (10) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

39.3 Arbitration

- 39.3.1 If the Parties are unable to resolve the dispute pursuant to clause 39.2, either Party shall be entitled to refer a dispute to arbitration in accordance with this clause 39 by notifying the other Party in writing of its intention to do so.
- 39.3.2 The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this clause 39.3 by reference. Any such arbitration shall be subject to the Applicable Law.
- 39.3.3 The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing by the Parties.
- 39.3.4 Unless otherwise required by TPC, such arbitration shall be conducted in the English language and the award of any arbitrator or arbitral panel, together with the reasons for the determination, shall be written in the English language.

- 39.3.5 Unless otherwise required by TPC, all evidence, submissions or documents presented at the arbitration in a language other than in the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- 39.3.6 The arbitrator or arbitral panel shall have full power to open up, review and revise any determinations, decisions or findings in relation to the dispute.
- 39.3.7 The obligations of the Parties shall not be altered by reason of the arbitration being conducted during the term of the Agreement.
- 39.3.8 Any monetary award in any arbitration shall be denominated and payable in PKR.
- 39.3.9 The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall:
 - (a) be binding on the Parties and shall be given effect and implemented forthwith by them; and
 - (b) be subject to the confidentiality restrictions in this Agreement and except as provided by agreement between the Parties, may not be publicised or otherwise disclosed provided always that nothing in this clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.
- 39.3.10 The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.
- 39.3.11 Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Agreement neither shall it be grounds for the Operator to cease performing its obligations nor for TPC to terminate the engagement of the Operator under the Agreement and the Operator shall proceed with its obligations with all due diligence.

PART I - MISCELLANEOUS MATTERS

40. Transfer of employees

- 40.1 Where TPC terminates this Agreement pursuant to clauses 36 or 38 or takes the Necessary Action contemplated by clause 37.2, TPC shall be entitled to have any and/or all contracts of employment held by the Operator for performance of the Services and the Operator hereby undertakes to do all things required and provide all such information in relation to such employees as may be required in order to operate the system subject to compliance with the Applicable Law.
- 40.2 The Operator shall be liable for any costs incurred by TPC in effecting the employee transfers contemplated in this clause 40, to the extent applicable and hereby indemnifies TPC in respect of such retrenchment costs.

41. Event Services and Charter Services

- 41.1 The Operator may be required to operate Event Services and Charter Services utilising such Vehicles as TPC may determine. Such Event Services and Charter Services or the Routes and schedules applicable thereto, will be specified through a Service Notice.
- 41.2 The Operator shall be entitled to receive payment from TPC in respect of Event Services and Charter Services in accordance with the Payment Calculation Schedule. For the avoidance of doubt, the Operator shall not be entitled to accept payment from any third party for the rendering of Event Services or Charter Services without prior written approval from TPC.

- 41.3 The Operator shall be required to manage Event Services which may be allocated to the Operator and the Other Operators as determined by TPC, subject to TPC's requirements for the use of a specific type of Vehicle and having regard to the nature of the Event which may, in certain instances, require all the aforesaid operators to render the Event Services in question.
- 41.4 In the event of the date for a booking of an Event being changed, the Scheduled Kilometres specified in respect of the previous date for such booking will cease to be of any force or effect and TPC shall be entitled to deliver a new Service Notice in respect of the new booking.

42. Hazardous Substances

42.1 The Operator shall ensure that any hazardous materials or equipment used or intended to be used in the provision of the Services are stored safely and in safe keeping in accordance with all Applicable Law, ensure that all such materials are properly and clearly labelled on their containers, promptly inform TPC of all such materials being used or stored and comply with any other reasonable requirement of TPC in respect of such materials and equipment.

43. Intellectual Property

- 43.1 The Operator acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of TPC and that all Intellectual Property developed pursuant to this Agreement (other than Intellectual Property belonging to the Operator or any third party) shall vest exclusively in TPC, save to the extent that the Parties otherwise agree in writing.
- 43.2 Should the Operator acquire title to any Intellectual Property of TPC or which is developed pursuant to this Agreement by operation of law (thus, where TPC in effect pays for its development) such Intellectual Property (other than Intellectual Property belonging to the Operator or any third party) shall be deemed to have been assigned by the Operator to TPC.

44. Insurance

- 44.1 The Operator agree to, at their own costs, establish and maintain no less than the minimum types and levels of insurances that are required by Applicable Law.
- 44.2 The Operator shall also effect and maintain passenger and public liability insurance in relation to the operation of the Vehicles. Such insurance shall, among other things, provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from any act or omission by Operator, the Drivers or their agents or Employees in connection with the operation of the Vehicles in the provision of the Services. The TPC shall be a co-insured party under such insurance and the Operator shall be liable for and pay all premiums in respect of such insurance.
- 44.3 The Operator shall effect and maintain full comprehensive vehicle insurance (including passenger and public liability) in respect of the Vehicles from insurance company having a minimum rating of AA in long term on behalf of TPC within 30 days from acceptance of Vehicles, on terms and conditions to TPC's reasonable satisfaction. The Operator shall be liable for and pay all premiums in respect of such insurance. The Operator shall ensure that TPC is registered as co-insured under such insurance policy and provide proof of the insurance to TPC on demand.
- 44.4 The Operator shall take out public liability cover for risks relating to its operation of the other Services, including, but not limited to, the Depot and the Staging Area, for such amount and on such terms and conditions as are reasonably approved by TPC. TPC shall be a coinsured under any such policy. The Operator shall be liable and pay for the necessary premiums in respect of such insurance.

- 44.5 TPC shall effect and maintain full comprehensive vehicle insurance in respect of buildings, including but not limited to all windows, buildings, third party installations, to the extent that such installations are not insured by the third party and all risk insurance in respect of the Depot, including insurance in respect of any infrastructure situated on Stations and the Depot. TPC shall be liable for and pay all premiums in respect of such insurance.
- 44.6 The Operator shall be liable for any claims for passenger liability or public liability which are repudiated by TPC's insurer's due to any act or omission of the Operator, its directors, agents or Employees in providing the Services.

45. Publication of compliance or non-compliance with required KPIs

- 45.1 Notwithstanding anything to the contrary in this Agreement, particularly the provisions of clause 52 below, in order to ensure that the Services are rendered at a consistent and sustainably high level and to increase public awareness of the Services being rendered in accordance with this Agreement, TPC shall, for the duration of this Agreement, be entitled to:
 - 45.1.1 conduct and publish customer satisfaction surveys as it, in its sole discretion, may deem appropriate which may include but not be limited to issues pertaining to punctuality, Driver and Vehicle quality, safety and security and general customer satisfaction levels regarding performance of the Operator and its Employees; and
 - 45.1.2 publish any statistics relating to the overachievement or material underachievement of KPIs by the Operator which may include but not be limited to financial and operational performance, compliance with health and safety obligations and the Operator's compliance with Employee training and/or labor law requirements.
- 45.2 TPC shall be entitled to formulate its own conclusion regarding the results of the customer satisfaction surveys and the interpretation of TPC's statistics relating to the Operator's performance and shall make such results available to the Operator upon request.
- 45.3 TPC shall be entitled to publish the results of the customer satisfaction surveys and the above-mentioned statistics together with such additional marketing information as it may deem necessary, in media campaigns designed, among other things, to encourage compliance with expected KPIs and to discourage non-compliance therewith.
- 45.4 The aforesaid media campaign may include but not be limited to campaigns in traditional print media and/or electronic/social media and may highlight any overachievement or material underachievement of expected KPIs by the Operator from time to time.

46. Periodic review of the Agreement

- 46.1 In view of the long-term nature of this Agreement and in order to provide a continuous means for the assessment of:
 - 46.1.1 TPC's contract management systems;
 - 46.1.2 opportunities to improve the performance of the Operator in rendering the Services to the benefit of all stakeholders (including passengers utilising the Services); and
 - 46.1.3 various aspects of the relationship between the Parties which would allow for inter alia an improvement in conflict resolution and the sharing of information between the Parties,

the Operator acknowledges that TPC will review the provisions of this Agreement every three (3) years for the duration of this Agreement.

46.2 To the extent that TPC wishes to propose any amendment to this Agreement pursuant to such review, such proposal shall be discussed and considered in good faith, but shall not be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. For the avoidance of doubt, should the Parties fail to reach agreement as provided for in this clause 46, such failure shall not constitute a dispute as contemplated in clause 39 (Dispute Resolution).

47. Restricted Companies

- 47.1 Restricted Companies and/or their shareholders shall not:
 - 47.1.1 be a shareholder in the Operator;
 - 47.1.2 be subcontractors of the Operator, or
 - 47.1.3 be a party to a partnership, joint venture, consortium, arrangement with the Operator regarding any other work relating to services provided by the System Control Service Provider.

48. System stability

48.1 The Parties hereby agree to establish a joint task team comprising TPC, the Operator and the Other Operators to develop proposals for combatting piracy and Route invasions.

PART J - FINAL PROVISIONS

49. Addresses and notices

- 49.1 The Parties choose for the purposes of this Agreement the following addresses:
 - 49.1.1 TPC: TransPeshawar (The Urban Mobility Company), Ali Tower, Second floor, University Road, Peshawar, Pakistan.
 - 49.1.2 The Operator: [•].
- 49.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 49.1 and it chooses that address for all purposes under this Agreement.
- 49.3 Any notice required by this Agreement to be given in writing shall, if given by telefax, email or cell phone-based short message service ("sms"), be regarded as having been given in writing for purposes of this Agreement, provided that the Parties may only utilise sms notification for operational authorisations in circumstances where operational action is required immediately for example, in the case of emergency Route changes, other changes to operations contemplated in this Agreement due to an emergency, Event Service related changes or such similar urgent operational matters.
- 49.4 Where operational authorisations are required, TPC will issue and log an authorisation number and any relevant notice in accordance with this clause 49 shall quote such authorisation number.
- 49.5 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 49.1 shall be deemed to have been received (unless the contrary is proved) within fourteen (14) days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 49.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 49.6 Each notice by telefax to a Party at the telefax number specified for it in accordance with clause 49.1 shall be deemed to have been received (unless the contrary is proved) within four (4) hours of transmission if it is transmitted during normal business hours of the receiving Party or within four (4) hours of the beginning of the next Business Day after it is transmitted, if it is transmitted outside those business hours.

- 49.7 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within ten (10) minutes of recommencement of the rendering of the Services.
- 49.8 Any notice by sms to a Party at the mobile numbers of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within twenty (20) minutes of recommencement of the rendering of the Services.
- 49.9 Any notice in accordance with this clause 49 given by sms shall be followed by a telefax or email confirming the contents and date of transmission of such sms.
- 49.10 Notwithstanding anything to the contrary in this clause 49, a notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 49.11 Any Party may by a notice to the other Parties change its physical or postal address, telefax number, email address or mobile number for the purposes of this clause 49 to any other physical or postal address, telefax number, email address or mobile number provided that the change shall become effective on the seventh (7th) day after the receipt of the notice.

50. Change in Law

- 50.1 The Operator acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Operator under this Agreement, the Operator shall notify TPC within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Operator and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.
- Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties. The Operator acknowledges and agrees that any decision to change the financial accordance with the Agreement or vary the scope of Services as a result of the Change in Law shall be adjusted with mutual consent of the parties.

51. Remedies

51.1 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

52. Confidentiality

- 52.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.
- 52.2 Notwithstanding clause 52.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 522.

- 52.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.
- 52.4 The Operator shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

53. Severance

In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

54. No agency

- 54.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied TPC to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in this Agreement, and, for the avoidance of doubt, this clause 544 shall not affect or otherwise derogate from the obligations and powers of the Operator in relation to handing over of the Vehicles to other authorised parties as contemplated in this Agreement.
- 54.2 The Operator is an independent contractor performing the Agreement. The Operator is not an employee or agent of TPC.

55. Corruption and Fraud

- 55.1 The Operator warrants that in entering into the Agreement it has not committed any Prohibited Act.
- In the event that the Operator is contacted by a Public Official requesting or suggesting that the Operator act in a manner which would constitute a Prohibited Act, the Operator shall immediately provide TPC in writing with full details of the request (including the identity of the Public Official making the request).
- 55.3 Without prejudice to clause 55.2, the Operator shall ensure that its staff undertaking activities in connection with the Agreement are subject to similar obligations to those set out in this clause 55 and the Operator shall enforce such obligations.
- In the event that the Operator fails to comply with the requirements of this clause 55 TPC shall be entitled to terminate the Agreement pursuant to clause 38.1.
- 55.5 The Operator shall sign affidavit of Integrity Pact attached as Schedule 12 in Request for Proposal.

56. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

57. No stipulation for the benefit of a third person

57.1 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

58. No representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is provided in this Agreement.

59. Amendment

- 59.1 Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the accordance with the Agreement shall be effective or binding, unless it:
 - 59.1.1 is made in writing; and
 - 59.1.2 expressly sets out the modification, amendment, addendum or variation to the accordance with the Agreement; and
 - 59.1.3 refers to the Agreement; and
 - 59.1.4 is signed and dated by a representative of each Party.

60. Indulgences

60.1 The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

61. General co-operation

- 61.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 61.2 Each of the Parties undertake at all times to do all such things, perform all such acts and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement and ensuring that the Services are rendered consistently at the highest possible standard expected by TPC.
- 61.3 Each Party agrees to provide all information reasonably requested by the other in the exercise of their respective rights and performance of their obligations under this Agreement, subject to the confidentiality provisions of clause 52 of this Agreement.

62. Governing law

62.1 This Agreement is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

63. Language

63.1 Unless expressly notified in advance by TPC, the primary language of the Agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by TPC, all minutes of meetings shall be issued in English.

64. Independent advice

- 64.1 Each of the Parties hereby respectively agrees and acknowledges that:
 - 64.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
 - 64.1.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

65. Good faith

The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

66. Survival of rights, duties and obligations

- 66.1 The Surviving Provisions will survive termination or completion of the Agreement.
- 66.2 In the event that the Agreement is terminated or completed, neither Party shall be liable to the other Party except:
 - 66.2.1 under the Surviving Provisions; or
 - 66.2.2 in respect of any breach of the Agreement occurring before such termination or completion; or
 - 66.2.3 any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

67. Assignment

- 67.1 The Operator shall not cede, assign, delegate or transfer any of its rights or obligations under the Agreement, or any part of it, or any benefit or interest therein, to any third party or Entity without the prior written consent of TPC.
- 67.2 Notwithstanding anything to the contrary stated in this Agreement, TPC shall be entitled, without requiring the consent of the Operator, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement to any third party.

68. Waiver

- 68.1 Subject to clause 68.2, no relaxation, forbearance or delay by a Party in enforcing the Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Agreement.
- Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Agreement.

69. Costs

69.1 Any costs, including all legal costs of an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

Signed on 2019	
Witnesses	for TransPeshawar (The Urban Mobility
	Company)
	duly authorised and warranting such TPC
	Name:
	Position:
Signed on 2019	
Witnesses	for [BRT Company]
	duly authorised and warranting such []
	Name:
	Position:

ANNEX A DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 In the Agreement, the following words and expressions shall have the meanings set out below:
 - 1.1.1 "12m Off-Corridor Kilometres (OffKm12)" means the Bus Kilometres (excluding Engineering Kilometres) travelled outside of the Corridor by 12-metre Vehicles;
 - 1.1.2 "12m On-Corridor Kilometres (OnKm12)" means the Bus Kilometres (excluding Engineering Kilometres) travelled on the Corridor by 12-metre Vehicles:
 - 1.1.3 "18m Off-Corridor Kilometres (OffKm18)" means the Bus Kilometres (excluding Engineering Kilometres) travelled outside of the Corridor by 18-metre Vehicles;
 - 1.1.4 "18m On-Corridor Kilometres (OnKm18)" means the Bus Kilometres (excluding Engineering Kilometres) travelled on the Corridor by 18-metre Vehicles:
 - 1.1.5 "Abandon" means wholly or substantially cease to carry out the Services for ten (10) consecutive days or during thirty (30) days (whether consecutive or not) in any year, except when relieved of the obligation to do so by the express provisions of this Agreement;
 - 1.1.6 **"Additional Vehicles**" means the additional Vehicles acquired in accordance with clause 7.2;
 - 1.1.7 "Agreement" means this agreement as amended from time to time and including the Annexes;
 - 1.1.8 "**Annexes**" means the annexes attached to this Agreement;
 - 1.1.9 "Applicable Law" means any constitution, statute, ordinance, treaty, decree, proclamation, rules, regulations or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the aforegoing;
 - 1.1.10 **"Authorised Representatives"** means persons authorised in writing by TPC and the Operator respectively, as contemplated in accordance with clause 31;
 - 1.1.11 "BRT System" means the bus rapid transit system in Peshawar known as Peshawar Sustainable BRT Corridor System or any other name that should be assigned to the Peshawar bus/transit system;
 - 1.1.12 "Bus Kilometres" means kilometres travelled by a Vehicle on or outside the Corridor including Bus Scheduled Positioning Kilometres but excluding Engineering Kilometres. The Bus Kilometres on Routes as determined by multiplying the number of Trips as set out in the Schedule, multiplied by the Trip Distance:
 - 1.1.13 "Business Day" means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;

- 1.1.14 "Capacity" means the maximum number of passengers that may be carried in a particular Vehicle, including all seated and standing passengers, as further defined in the Operational Specifications Schedule;
- 1.1.15 "Change in Law" means:
 - (c) the adoption of a new Law; or
 - (d) a change in or repeal of a existing Law,

which after the Effective Date results in:

- (a) a change in the taxes, duties or levies payable by the Operator in respect of the Services; or
- (b) a change in or the repeal of any other requirement for the performance of the Services;

1.1.16 "Change in Ownership" means:

- (a) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Operator (including the control over the exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or
- (b) any other arrangements that have or may have or which result in the same effect as paragraph (a) above of this definition of Change in Ownership;
- 1.1.17 **"Charter Services**" means a charter service which involves the private hire of Vehicles and which are not Event Services:
- 1.1.18 "Commencement Date" means the date on which the Services shall commence as notified by TPC by way of a Service Notice referred to in clause 1.3.1;
- 1.1.19 "Conditions Precedent" means the conditions precedent in clause 1.3;
- 1.1.20 **"Confidential Information"** means all information, without limitation, of whatsoever nature:
 - relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
 - (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
 - (c) relating to the contents of this Agreement and any other information received pursuant to this Agreement,

but excludes information which:

(a) constitutes an Operational Data; or

- (b) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- (c) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- (d) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (f) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- (g) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- (h) is developed independently by the Receiving Party without reference to the Confidential Information:
- 1.1.21 "**Corridor**" means dedicated lane from Chamkani Station to Kharkhano station which includes stations, roads turning points, terminals, etc.;
- 1.1.22 "Depot" means the immovable properties utilised by the Operator as a depot for the Vehicles, together with such fixtures and fittings as described in the Operational Specifications Schedule, or as otherwise authorised by TPC and shall, for the avoidance of doubt, include a depot provided by TPC and a Staging Area, depending on the context;
- 1.1.23 "**Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.24 "**Drivers**" means those Employees who drive and operate the Vehicles;
- 1.1.25 "**Effective Date**" means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;
- 1.1.26 "**Employees**" means the employees of the Operator, or of any subcontractor contracted by the Operator to perform a part of the Service;
- 1.1.27 "Encumbrance" means:

- (i) any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person or any other charge (whether equitable or otherwise) of whatsoever nature or howsoever described; or
- (j) any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- (k) any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;
- 1.1.28 "Engineering Kilometres" means kilometres travelled in respect of Vehicle testing, maintenance, repairs, positioning to and from Vehicle Suppliers, training and staff transport, for which the Operator shall not be compensated;
- 1.1.29 **"Entity"** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.30 "**EOP List**" means the list of employees allocated to be employed by the Operator under the Employment Opportunity Program led by TPC annexed hereto as Annex H (to be provided at agreement stage);
- 1.1.31 "Event of Force Majeure" means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Operator drivers or staff), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.32 **"Event Service**" means a transport service for an event, approved by TPC and recorded in TPC's event calendar during the term of this Agreement;
- 1.1.33 **"Financially Distressed"** means that:
 - (I) it appears to be reasonably unlikely that the Operator will be able to pay all of its debts as they become due and payable within the immediately ensuing 6 Months; or
 - (m) the Operator's liabilities exceed its assets by more than fifteen percent (15%) at any time,

and "Financial Distress" shall have a corresponding meaning;

- 1.1.34 **"Financial Year"** means, at any time, the financial year of the Operator starting on January and ending on 31 December;
- 1.1.35 "Fleet" means all Vehicles required to provide the Services as contemplated in this Agreement (and for the avoidance of doubt shall include the Initial Fleet and, if applicable, the Additional Vehicles and Replacement Vehicles);

- 1.1.36 "Fund Management Agreement" means a tripartite agreement between TPC, the System Control Service Provider and the Fund Manager whereby the Fund Manager will provide fund management services;
- 1.1.37 **"Fund Manager"** means a bank or other financial institution which will provide fund management services under the Fund Management Agreement;
- 1.1.38 "Independent Transport Expert" means an independent person having specialised knowledge of the matters at issue in any of the circumstances where the use of such expert is contemplated in this Agreement, to be appointed by agreement between the Parties following written request therefor by the requesting Party from the List of Transport Experts, or, failing such agreement within 48 hours of receipt of the said written request, such person selected by TPC from the List of Transport Experts. The decision of the Independent Transport Expert shall be final and binding on the Parties and the costs of the Independent Transport Expert shall be borne by the Party against whom a dispute is decided, unless the Independent Transport Expert, on reasonable grounds, rules otherwise;
- 1.1.39 "**Initial Fleet**" means the Vehicles identified in the Operational Specifications Schedule;
- 1.1.40 "Initial Maintenance Period" means the two-year period (unless specified otherwise in the Operational Specifications Schedule) during which the Vehicle Supplier will supervise the maintenance of each Vehicle as indicated in the Vehicle Sale Agreement and/or the Operational Specifications;
- "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
- 1.1.42 "Invoice" means a valid tax invoice as contemplated in clause 5;
- 1.1.43 "Kilometre Charge" means kilometre charge expressed in KPR in the Payment Calculation Schedule;
- 1.1.44 "**KPI**" means the key performance indicator;
- 1.1.45 "Lease-to-Own Agreement" means the lease-to-own agreement to be concluded between TPC and the Operator for the lease of the Vehicles by the Operator attached hereto as Annex E;
- 1.1.46 "Liquidated Damages" means the amounts to be deducted from the monthly payments for the Operator pursuant to particular service level failures as set out in the Operational Specifications Schedule and in accordance with clause 33 or otherwise paid by the Operator to TPC;

- 1.1.47 "List of Transport Experts" means a panel of Independent Transport Experts to be agreed upon by the Parties in writing, as soon as possible after the Commencement Date. If the Parties are unable to agree the list of transport experts by the time a first request from a Party is made to refer a dispute to an Independent Transport Expert, or if there are fewer than eight independent transport experts specified on such list, then either Party may request the list of transport experts to be determined by Transport and Mass Transit Department, Government of KPK:
- 1.1.48 "**Lock-in Period**" means a period of six (6) years commencing from the Effective Date;
- 1.1.49 "**Milestone**" means each step envisaged for the roll-out of the Services during the term of this Agreement as described more fully in the Operational Specifications Schedule;
- 1.1.50 "**Milestone 1**" means Operations of 30 units 12-meter and 20 units 18-meter buses in September, 2019.
- 1.1.51 "Milestone 2" means Operations of 32 units 12-meter and 10 units 18-meter buses in November, 2019
- 1.1.52 "Deleted intentionally"
- 1.1.49 "Minimum Annual Kilometre Distance" means 20,000 kilometres per Vehicle which should be increase gradually by TPC upon full operation in accordance with Clause 10.2.5 of the Operator Agreement.
- 1.1.53 "Month" or "Monthly" means a calendar month;
- 1.1.54 "Necessary Action" means any action that TPC deem necessary and appropriate in the event that the Operator failed to take remedial action pursuant to clause 37;
- 1.1.55 "On-board Unit" means any unit installed on the Vehicle by TPC (or a third party appointed by TPC) in accordance with the Agreement, including on-board validators. AVL/GPS units and on-board UHF/VHF radio units:
- 1.1.56 "Operating Licence" means any licence, consent or permit required by the Operator to enable it to provide the Services under this Agreement;
- 1.1.57 "Operational Data" means any operational data defined as such in the Operational Specifications Schedule or identified as "Operational Data" by TPC, which shall include, among others, location of Vehicles, kilometres travelled, fares collected, and which will be available to the Operator, Other Operators and the System Control Service Provider;
- 1.1.58 "Operational Specifications Schedule" means the schedule annexed hereto as Annex B;
- 1.1.59 "Other Contractors" means collectively, the System Control Service Provider or any subcontractor of the System Control Service Provider (or any member of the consortium making up the System Control Service Provider) and any other contractors (excluding Other Operators) appointed by TPC in connection with the BRT System;

- 1.1.60 "Other Operator" means any other vehicle operator appointed by TPC to operate public transport services as a part of the BRT System or Service Provider of TPC:
- 1.1.61 "Parent Company" means an entity (excluding any individual persons who are Employees of the Operator or are included in the EOP List):
 - (n) of which the Operator (or any member if the Operator is joint venture, partnership, consortium or other association of two or more entities or persons) is a branch, subsidiary or other similar related entity; or
 - (o) which directly or indirectly exercises management control over the Operator (or any member if the Operator is joint venture, partnership, consortium or other association of two or more entities or persons):
- 1.1.62 "Parent Company Guarantee" means the guarantee to be provided to TPC by the Parent Company of the Operator pursuant to clause 4 in the specimen form provided in Annex G;
- 1.1.63 "Party" means a party to this Agreement;
- 1.1.64 "Passenger Service Vehicle Licence" means an Operating Licence required to be obtained by the Operator from Government of Pakistan or its Provinces for its Drivers as one of the Conditions Precedent;
- 1.1.65 "Payment Calculation Schedule" means the payment calculation schedule attached hereto as Annex C;
- 1.1.66 "Performance Guarantee" means the unconditional, irrevocable on-demand performance guarantee in the specimen form attached hereto as Annex F provided to TPC by the Operator pursuant to clause 3:
- 1.1.67 "PKR" means Pakistani rupee;
- 1.1.68 "**Prohibited Act**" means:
 - (p) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act; or
 - (ii) showing or not showing (or for having shown or not shown) favour or disfavour to any person,

in relation to the award or performance of the Agreement or any other agreement with TPC; or

- (q) entering into an agreement for which commission has been paid or has been agreed to be paid by the Operator or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
- (r) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
- (s) defrauding, attempting to defraud or conspiring to defraud TPC;

- 1.1.69 "**Project**" means the Peshawar Sustainable BRT Corridor System project carried out by TPC;
- 1.1.70 "Property Use Agreement" means the agreement to be concluded between TPC and the Operator for the use of the Depot, the Staging Area and equipment by the Operator, attached hereto as Annex D;
- 1.1.71 "Protocol" means a protocol and/or a standard operating procedure issued from time to time by TPC indicating how, among other things, Services are to be rendered, the manner in which the Operator and Other Operators should work together, the exact procedures to be followed in order to comply with service level requirements set out in the Operational Specifications Schedule and any other ancillary matters;
- 1.1.72 "Public Official" means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.73 "Quarter" or "Quarterly" means a consecutive period of three (3) Months commencing from the start of a Financial Year or calendar year, as the case may be;
- 1.1.74 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party;
- 1.1.75 "Regulatory Body" means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, municipality or body, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and any body with a regulatory function under the Applicable Law;
- 1.1.76 "Remaining Vehicles" means any remaining balance of the Initial Fleet still to be delivered to the Operator in accordance with the provisions of this Agreement as well as any Additional Vehicles or Replacement Vehicles purchased by TPC;
- 1.1.77 "Replacement Vehicle" means a Vehicle acquired in accordance with the provisions of clause 7.2;
- 1.1.78 "**Reserve Fund**" means the fund to be established as a security in accordance with clause 27;
- 1.1.79 "Restricted Companies" means Other Operators and/or Other Contractors;
- 1.1.80 "Restricted Share Transfer" means the transfer of shares or any interest in shares of the Ownership outside the Lock-in Period that may result in the Change of Ownership;
- 1.1.81 "Routes" means the routes for each of the Services set out in the Operational Specifications Schedule (and includes start point, end point and specific path), as may be amended by TPC by way of delivery of a Service Notice to the Operator in accordance with the terms and conditions of this Agreement;
- 1.1.82 "Schedule" means the schedule of Trips to be issued to the Operator prior to the Commencement Date and as amended from time to time by way of a Service Notice or instructions from TPC;

- 1.1.83 "Scheduled Kilometres" means collectively, the Scheduled kilometres on Routes as determined by multiplying the number of Trips as set out in the Schedule, multiplied by the Trip Distance;
- 1.1.84 "Scheduled Positioning Kilometres" means kilometres:
 - (t) from the gate/entry point of Depot/Staging Area to the starting point of a scheduled Trip, if the trip exceeds One Kilometre; or
 - (u) from the end of a scheduled Trip to the gate/entry point of Depot/Staging Area, if the trip exceeds One Kilometre; or
 - (v) from the end of a scheduled Trip to the starting point of the next scheduled Trip along the shortest route, if the trip exceeds One Kilometre:
 - (w) as determined by TPC, but shall exclude Engineering Kilometres;
- 1.1.85 "Service" or "Services" means the public transport services to convey passengers, including Event Services and Charter Services and any other services to be rendered by the Operator on the terms and conditions of this Agreement;
- 1.1.86 "**Service Delivery Plan**" means a plan to be submitted by the Operator to TPC pursuant to clause 10.1:
- 1.1.87 "Service Notice" means a notice given to the Operator by TPC in accordance with this Agreement;
- 1.1.88 "Staging Area" means the staging area used by the Operator in the provision of the Services as described in the Operational Specifications Schedule, or as otherwise authorised by TPC for temporary parking of BRT Vehicles in day and/or night time and planned at Dabgari Garden Station;
- 1.1.89 **"Stations**" means the stations described in the Operational Specifications Schedule; and which are intended as passenger embarkation and disembarkation points and Station means any one of them;
- 1.1.90 "Stops" means places along the off-Corridor Routes at which Vehicles are to come to a stop in order for passengers to embark or disembark from the Vehicles, as specified by TPC, but excluding Stations;
- 1.1.91 "Surviving Provisions" means clauses 1 (Preliminary Matters); 38 (*Breach and Termination*); 39 (*Dispute resolution*); 43 (*Intellectual Property*); 49 69 (*Part J Final Provisions*) and this Annex A:
- 1.1.92 "System Control Service Provider Agreement" means the agreement entered or to be entered into between TPC and the System Control Service Provider which shall regulate, among other things, the maintenance of an automatic fare collection system, as well as management, maintenance and control of the Stations;
- 1.1.93 "System Control Service Provider" means the contractor who shall be responsible for designing, implementing, maintaining and operating the equipment on the Vehicles and at the Stations, as well as management, maintenance and control of the Stations in accordance with the System Control Service Provider Agreement:

- 1.1.94 "**Termination Date**" means the twelfth (12th) anniversary of the Commencement Date or the date on which an earlier termination pursuant to the terms of the Agreement takes effect;
- 1.1.95 "Trip" means the journey undertaken by Vehicles in accordance with the Schedule and includes a journey in respect of Scheduled Positioning Kilometres except where expressly excluded or the context implies such exclusion;
- 1.1.96 "Trip Distance" means the kilometres of each Trip determined as follows:
 - (x) firstly, as surveyed by TPC or through a third party engaged by TPC (and which for the avoidance of doubt shall exclude Scheduled Positioning Kilometres); or
 - (y) to the extent that the above survey has not been carried out, then the kilometres specified in the Operational Specifications Schedule or as otherwise agreed between the Parties.

provided that in the event of a dispute between the Parties in relation to the determination of the kilometres of any Trip, either Party shall be entitled to refer such dispute to the Independent Transport Expert for final determination;

- 1.1.97 "Uniform" means the uniform to be worn by those Employees of the Operator required to fulfil their duties in view of members of the public, as prescribed in the Operational Specifications Schedule and includes the name tag issued to each Employee by Operator;
- 1.1.98 "Vehicle Delivery Date" means a date not less than one (1) Month prior to the "projected start-date of roll-out" of each Milestone as specified in clause 1.1.49 on which the Operator takes delivery of the Vehicles, or such other date as may be agreed between the Parties;
- 1.1.99 "Vehicle Dispatch Plan" means a plan of dispatching the Vehicles to be provided by the Operator to TPC pursuant to clause 10.1;
- 1.1.100 "Vehicle Sale Agreement" means the agreement of sale and/or supply entered into, or to be entered into, between TPC, on the one hand, and a Vehicle Supplier, on the other hand, in relation to Vehicles;
- 1.1.101 "**Vehicle Supplier**" means such entity which sells or otherwise supplies Vehicles to TPC in accordance with a Vehicle Sale Agreement;
- 1.1.102 "Vehicles" means the vehicles purchased by TPC in accordance with the Vehicle Sale Agreement(s), to be made available to the Operator, for purposes of rendering the Services and specified in the Operational Specifications Schedule and shall include the Additional Vehicles and Replacement Vehicles, as the case may be;
- 1.1.103 "VOC Dispatch Schedule and Headway Targets" means a schedule provided by TPC to the Operator in accordance with clause 10.1 which shall be based on the master Dispatch Schedule and Headway Targets referred to in the Operational Specifications Schedule;
- 1.1.104 "Warranty" means the warranties and undertakings given to TPC by the Operator, set out in clause 34;

1.1.105 "Week" or "Weekly" means the period commencing at 00h00 on Monday and ending at 24h00 on Sunday each calendar week.

2. Interpretation

2.1 In the Agreement:

- 2.1.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
- 2.1.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears:
- 2.1.3 the singular includes the plural and vice versa;
- 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
- 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Agreement;
- 2.1.6 a reference to a gender includes the other genders;
- 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body that performs most closely the functions of the defunct body;
- 2.1.8 a reference to an "agent" shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
- 2.1.9 a reference to a "subsidiary" shall be a reference to a subsidiary as defined in the Companies Act, 2017;
- 2.1.10 references in this Agreement to "clauses" or to "Annexes", are to clauses of and Annexes to this Agreement;
- 2.1.11 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing:
- 2.1.12 references to "agree" or "agreed" shall require the agreement to be recorded in writing and signed by the authorised representatives of the Parties;
- 2.1.13 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 2.1.14 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.1.15 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;

- 2.1.16 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.1.17 a reference to a Party includes that Party's successors and permitted assigns;
- 2.1.18 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by "without being limited to".

Annex B

Operational Specifications Schedule

1. OPERATOR RESPONSIBILITIES

1.1 General

- 1.1.1 The Operator shall allocate a unique identifying fleet number to each Vehicle which is to be displayed at all times. The Operator shall provide TPC with an initial set of display decals for the Vehicles and the Operator shall replace such display decals when necessary as directed by TPC from time to time.
- 1.1.2 The Operator shall ensure that all Vehicles are in satisfactory operational condition (fair wear and tear excluded) so that they conform to the operational standards of a first class bus rapid transit system. This means, in particular, that all Vehicles should be clean and tidy, well-maintained, driveable and meeting all health and safety requirements.
- 1.1.3 TPC shall be entitled to conduct random inspections of any Vehicle.
- 1.1.4 TPC shall be entitled to prohibit the use of a particular Vehicle should any inspection reveal any defects and/or health and safety issues which renders the Vehicle unsuitable for use on the BRT System. The prohibition of use of any Vehicle shall not in any way release the Operator from any of its obligations pursuant to the Agreement. The Operator shall be fully responsible for the Vehicles allocated to it, while in its possession.

1.2 Drivers

- 1.2.1 The Operator shall, by no later than ten (10) Days after the Commencement Date and/or the appointment of a Driver, furnish to TPC in respect of each Driver, copies of:
 - (a) an appropriate valid driver's licence (PSV License).
- 1.2.2 The Operator shall deliver to TPC a list of Drivers (in the form satisfactory to TPC) by not later than two (2) Business Days after the Commencement Date, which list shall be updated on a Monthly basis for the duration of the Agreement and which may be provided to TPC by way of an exception report indicating the incoming and exiting Drivers.
- 1.2.3 Where TPC has reason to believe that a Driver poses a risk to the safety of passengers, or where a member of the public requests TPC to investigate the conduct of a particular Employee of the Operator, TPC shall notify the Operator in writing accordingly (setting out the reasons for its belief, where applicable), and the Operator shall be obliged to take all such steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and if appropriate, effecting the suspension of such Driver/Employee pending the finalisation of appropriate disciplinary

action. The Operator shall report on the investigation to TPC and if any disciplinary enquiry is instituted, the Operator shall report the outcome thereof to TPC immediately upon such enquiry being completed.

1.3 Training of the Drivers

- 1.3.1 The Operator shall ensure that by the Commencement Date sufficient Drivers are required to provide the Services have attended and completed any training sessions as may be held by the Vehicle Supplier (and/or TPC) and that such Drivers have obtained the relevant driver's licences and having reached the necessary proficiency to operate the Vehicles.
- 1.3.2 The Vehicle Supplier shall provide a total of 200 hours (4 hours per day for 10 weeks) of training including both classroom and road testing. Drivers should be available for training of four hours per day, five days per week during a period of 10 weeks.
- 1.3.3 In addition to above, the Vehicle Supplier will provide a separate "Train the Trainers" program for a smaller group of 2 persons selected from the larger group of trainees. This training program shall enable the Operator to be able to directly train new drivers in the future. The "Train the Trainers" program shall involve at least 40 hours of instruction in addition to the driver training program. The "Train the Trainers" program shall take place during and after the driver training program.
- 1.3.4 TPC shall be entitled to perform regular spot checks and examinations in order to ensure that the skill levels of Drivers are maintained in accordance with TPC's requirements
- 1.3.5 The Operator shall also, at its own cost, ensure that Drivers are trained properly to operate Public Service Vehicles. The training shall include understanding Operational SOP, Scheduling, and other requirements of BRT Systems.

1.4 Uniforms

- 1.4.1 TPC requires all Employees who are required to fulfil their duties in view of the public to wear Uniforms at all relevant times during the rendering of the Services. The Operator shall ensure that its Employees are appropriately attired in the prescribed and/or agreed Uniforms.
- 1.4.2 It is agreed that the Uniforms provided by the Operator shall comply with the specification and/or design provided by TPC from time to time. TPC shall consult with the Operator before amending the specification and design of the Uniforms.
- 1.4.3 The Operator shall take such reasonable steps as may be necessary to ensure that the Uniforms are kept in good condition and worn in a professional manner and in accordance with the high standards required by TPC in relation to the branding.

1.5 Public relations

- 1.5.1 In order to ensure that the Services are rendered in a seamless manner and that the Services as experienced by members of the public are consistent with TPC's expectation of a high-quality bus rapid transit system and are regarded as such by the general public, the Operator shall ensure that Employees:
 - (a) communicate with passengers and members of the public in a customer-friendly, professional and helpful manner;
 - (b) conduct themselves as if they were TPC staff and at all times, behave in a manner befitting TPC's image and brand;
 - (c) refrain from conduct which may bring TPC and the BRT System into disrepute; and
 - (d) deal with customer complaints in a responsive and courteous manner.
- 1.5.2 In complying with clause 1.5.1, the Operator shall ensure that all Employees receive appropriate training in the following areas:
 - (a) service requirements of passengers with disabilities;
 - (b) management of confrontational or difficult passengers;
 - (c) occupational health and safety issues;
 - (d) customer care and customer relations:
 - (e) the role of a Driver;
 - (f) inspection, dispatch and supervision of services;
 - (g) compilation of claims;
 - (h) passenger safety, which shall include, amongst other things, procedures pertaining to safe embarking and disembarking of passengers and ensuring that Vehicle doors are closed only when it is safe to do so.
- 1.5.3 Should the Operator become aware of an Employee that is not fit and proper to execute his/her duties effectively, the Operator shall take appropriate action immediately.

1.6 Passengers

- 1.6.1 For the duration of the Agreement and subject always to Protocols issued by TPC from time to time the Operator shall be obliged to:
 - (a) collect and hand over any lost property to the System Control Service Provider:

- (b) display any information provided to it by TPC for display on Vehicles or flags on special events;
- ensure that Employees are able to inform customers regarding timetables, Routes, fares, basic way-finding information and other transport services;
- (d) remedy any damage and/or mistakes regarding any signage on the Vehicles; and
- (e) respond to any complaints forwarded to it by TPC within three (03)

 Days through Complaint Route Management System or directly.
- 1.6.2 The Operator shall ensure that up-to-date timetables and fare tables are displayed at all times on Vehicles. The Operator shall provide and maintain at least 25 stickers inside each bus on the size prescribed by TPC.
- 1.6.3 The Operator shall be responsible for operation and maintenance of the air conditioning system in the Vehicles in order to ensure that during operations average interior temperature is between 23°C and 25°C when the outside ambient temperature is higher than 25°C. The air conditioning system shall be capable of reaching the targeted interior temperature of between 23°C and 25°C within 30 minutes of vehicle operation when the ambient temperature is up to 45°C. The system shall continue to provide a cooling function until a cut-off temperature of 50°C. The temperature transmitted through Vehicle Logic Unit will be used for verification.

1.7 Capacity

1.7.1 The provisional number of passengers that may be carried in a particular Vehicle, including all seated and standing passengers, is [75] for 12-metre Vehicle and [125] for 18-metre Vehicle. Those numbers of passengers may from time to time be changed by TPC to meet and/or optimize the requirements of TPC and the BRT System.

1.8 Image, Marketing and Advertising

- 1.8.1 The Operator shall comply with instructions from TPC from time to time regarding branding in terms of the use of graphics, information, signage, information, advertising and Vehicle livery and will co-operate with and participate in agreed marketing programmes as directed by TPC.
- 1.8.2 Subject to clause 1.8.3 and clause 1.8.4, the Operator shall be permitted to affix or display advertising material in dedicated areas on the interior of the Vehicles and generate revenues out of such advertising activity. The Operator shall also be entitled to affix or display advertising material on back side of only 12-meter bus in agreed designated area (approximately 2-meter x 0.8-meter area).
- 1.8.3 The content of any advertising affixed or displayed by the Operator shall be approved by TPC prior to such being affixed and/or displayed anywhere

within any Vehicle. Upon TPC's request, the Operator shall immediately provide TPC with all documents, information and materials related to any advertising activity, including any agreements made by the Operator with third parties for carrying out such advertising activity. If TPC objects to any of the details notified by the Operator, such objection shall be recorded in writing and TPC and the Operator shall endeavour in good faith to resolve the issues giving rise to such objection. In the event of a failure to reach a resolution, TPC's position on the issue shall prevail.

- 1.8.4 The Operator shall ensure that any advertising material on the interior of the Vehicles is not deceitful, pornographic, provocative, terrorising or violent, that it is befitting TPC's image and brand and that it otherwise conforms to the Applicable Law.
- 1.8.5 The Operator shall not be permitted to affix or display advertising material of any kind on the Depot, Staging Area, Stations or Stops or allow or permit same to be affixed or displayed without the prior written approval from TPC.

1.9 Access control

- 1.9.1 The System Control Service Provider shall be primarily responsible for access control and to monitor fare evasion on Vehicles.
- 1.9.2 In the event a Driver or Employee notices a breach of access control or fare evasion on a Vehicle, such Driver or Employee shall report the incident to the System Control Service Provider's staff as soon as practicable and provide the System Control Service Provider's staff with details of the offending passenger as well as report incident to TPC immediately.
- 1.9.3 Should a passenger breach access control measures and board a Vehicle and should such Vehicle depart before corrective action is taken, the System Control Service Provider is obliged to alert the relevant Driver of such incident. To the extent possible, the Operator shall ensure that the Driver uses all reasonable endeavours to identify the offending passenger and inform the System Control Service Provider's staff of the incident at the following Station or Stop or Control Centre via VHF/UHF system.

1.10 Service Delivery Plan

- 1.10.1 The Service Delivery Plan to be provided by the Operator should, at the minimum, include the following details of the Operator's plans for rendering the Services:
 - (a) all activities of the Operator to ensure that the Services operate in accordance with the VOC Timetable;
 - (b) works and processes to be implemented by the Operator in order to ensure its compliance with all labor, employment, occupational health and safety regulations and standards applicable to the Services;

- (c) the organisation of the planned maintenance processes and activities (including the contractual relationships and the risk allocation between contracting partners);
- (d) the planned maintenance processes and the location at which the maintenance will take place;
- (e) all planned maintenance activities inclusive of its proposed frequency;
- (f) the organisation of the unplanned maintenance processes and activities:
- (g) the unplanned maintenance processes and the location at which the maintenance will take place;
- (h) quality management processes to assure the quality level of all maintenance activities (including KPIs, test procedures, audits, frequency, etc.);
- all activities of the Operator to ensure safe disposal or recycling of any oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law;

1.11 Depot and Staging Area

- 1.11.1 Hayatabad depot will be used by the Operator to meet operational requirements of BRT System.
- 1.11.2 TPC will grant non-exclusive license for use of depot to the Operator on Terms and Conditions defined in Property Use Agreement and fitted with required facilities such as workshop, room for maintenance/storage, charging facility, diesel fuel tank/fuel pump/dispenser, parking spaces, washrooms etc. Initially, due to late start of construction of depot, the operator may require to do temporary arrangements at depot, at their own cost, to facilitate operations & protection of buses.
- 1.11.3 Unless expressly stated otherwise, the Operator shall, at its own cost, be responsible for all the operation and maintenance of the Depot and the Staging Area, including but not limited to:
 - (a) the Depot and the Staging Area security;
 - (b) access control of staff and Vehicles to the Depot and/or the Staging Area;
 - (c) the Depot and Staging Area maintenance and cleaning, including all signage and facilities (bus washing, bus fuelling, bus maintenance);
 - (d) parking Vehicles when not used only inside the Depot and/or Staging Area,

- (e) maintenance of landscaping inside Depot, Staging Area as further described in the Property Use Agreement.
- 1.11.4 TPC shall provide electricity and water connection inside the Depot. The Operator shall be responsible for all costs associated with the consumption of such utilities as further described in the Property Use Agreement.

1.12 Stations and Stops

1.12.1 An indicative map showing the Stations and Stops is attached as Schedule 5 to this Operational Specifications Schedule. The alignment of off-corridor routes, location of Stations, terminals and Stops, may from time to time, be changed by TPC to meet and/or optimize the requirements of TPC and the BRT System.

1.13 Initial Fleet

- 1.13.1 The Initial Fleet shall consist of 62 (Sixty-two) 12-meter Vehicles and thirty (30) 18-meter Vehicles manufactured by Xiamen Golden Dragon Bus Co., Ltd. (Technical Specifications are attached as Schedule 6). The Functional Specification are also attached as Schedule 6, however, these Functional specifications are descriptive and not restrictive in nature and deviations by TPC from these specifications shall not be considered as violation of the Agreement. These Technical and Functional Specifications shall further by verified jointly by TPC and Operator at the time of take-over of Vehicles.
- 1.13.2 The Vehicle Supplier (on behalf of TPC) provide warranty on the chassis, body, and all vehicle components to protect against any defects in design, workmanship, equipment, or materials. With the exception of the electric storage and propulsion system (i.e. battery packs and electric motors), the warranty for all other parts and components will commence from the date of delivery of the vehicle for approximately two years. For the battery packs and electric motors, the Supplier will provide all necessary replacements for 12 years or 1.2 million kilometres of service, whichever of these two milestones are realized first. The battery packs shall be replaced under this warranty whenever the battery capacity falls below 70% of its original capacity at full charge. The warranty stipulate that the Supplier is responsible for all repair and replacement costs due to the premature failure of any part or component due to defects in design, workmanship, equipment, or materials. The warranty will not cover any costs associated repairs or replacements due to the actions of the BRT Vehicle Operators. Among the types of repairs or replacements not covered under the warranty are road collisions or other unscheduled incidents.

1.14 Maintenance of the Vehicles

1.14.1 Initial Maintenance Period

- (a) The Initial Maintenance Period shall run for two (2) years of the delivery of each Vehicle from the Initial Fleet as confirmed in the Vehicle delivery and acceptance protocol signed by the Vehicle Supplier and TPC.
- (b) During the Initial Maintenance Period the Vehicle Supplier will supervise maintenance of Vehicles at its own cost. However, it is the Operator who shall, at all times during the term of the Agreement, including the Initial Maintenance Period, remain responsible for maintenance and repairs of all Vehicles in accordance with the Vehicle Supplier requirements, and/or recommendations and the provisions of the Agreement to maintain Technical and Functional Specification of Vehicles. The cost of maintenance and repairs of the Vehicles shall be borne by the Operator.

1.14.2 Maintenance staff training

- (a) The Operator is required to provide suitably qualified staff to maintain all the Vehicles ("Maintenance Staff") during the term of the Agreement, including the Initial Maintenance Period.
- (b) The costs of the Maintenance Staff shall be borne by the Operator.
- (c) The Maintenance Staff shall be trained by the Vehicle Supplier in two phases: the initial and the final one.
- (d) The initial training program will take place at intervals over at least 320 hours of actual training sessions. These sessions will include both classroom instruction as well as hands on repair work in the Depot maintenance area. Approximately 20 persons of the Maintenance Staff will be trained.
- (e) The final training will specifically address future maintenance issues to be faced by the Operator. In particular, this final training will focus on any potential engine rebuild work or battery pack replacement work that would be required. This second set of training sessions should cover at least 40 hours of training. Approximately 20 of the Maintenance Staff will be trained.
- (f) In addition, the Vehicle Supplier will provide a "Train the Trainers" program for smaller group of 2 persons selected from the larger group of trainees. This training program shall enable the Operator to directly train the new maintenance staff in the future. This "Train the Trainers" program shall at minimum involve 40 hours of instruction in addition to the maintenance training.
- (g) Where training is provided by or on behalf of the Vehicle Supplier at the cost of TPC, the Operator shall be responsible for any salary, wage or stipend payable to trainees, protective clothing

and any personal tools required as well as all other costs associated with sending the trainee for the training course. Where a trainee fails to complete a course, the Operator will be required to train an alternative trainee or to employ qualified Maintenance Staff at its own cost.

1.14.3 Detailed maintenance obligations

The Operator's maintenance and repair obligations shall include, but not be limited to:

- (a) repair and/or replacement of tyres and/or wheels subject to accident damage, excessive wear and tear and uneven wear and the Operator shall at all times adhere to the tyre specifications as determined by TPC from time to time;
- (b) supply and top-up of lubricants;
- (c) supply of fuel, electricity and fuel additives;
- (d) any repair or replacement required, necessitated or caused as a result of, or generally resulting from, or in connection with, the following:
 - (i) accidental or intentional damage;
 - (ii) labour disturbances attributed to the Operator's Employees;
 - (iii) improper or negligent use of the Vehicles;
 - (iv) use of the Vehicles in breach of the terms and conditions of the Agreement;
 - incompetence of the Operator or the Employees, subcontractors or any third party in driving, handling, working, or otherwise dealing with the Vehicles;
 - (vi) servicing, maintenance or repairs to the Vehicles by any third party other than in accordance with the directions of a Vehicle Supplier or with the prior written approval of a Vehicle Supplier during the Initial Maintenance Period;
 - (vii) minor repairs strictly necessary and carried out in an emergency situation or breakdown;
 - (viii) shock loading conditions and/or adverse driving conditions (and including, but without limitation, the exceeding of legally permitted gross vehicle and/or gross combination mass (provided that the Vehicle is equipped with the technology to inform the Driver when such mass

is exceeded), speed limits and/or RPM (revolutions per minute);

- (ix) the theft of the Vehicles;
- failure to comply with the manuals applicable to Vehicles, provided that the manuals have been furnished to the Operator;
- (xi) failure or malfunction of any component or equipment which is not provided by a Vehicle Supplier or its subcontractors installed on the Vehicles, as approved by a Vehicle Supplier in circumstances where such component or equipment ought to have been provided (or approved) by a Vehicle Supplier or a subcontractor, as the case may be;
- (xii) the use of contaminated or non-Vehicle Supplier approved fuels, additives and/or lubricants;
- (xiii) the repair or replacement, as the case may be, of or to the paintwork, chrome, trims (including but without limitation, carpets, seats, railings and handles), emblems, body work, upholstery, cab structure, windscreen, mud flaps, windows and glass generally, bulbs, the repair of any road and stone damage to the paintwork;
- (xiv) attending to breakdowns and generally delivery to or collection or transportation from the point of service, salvage or breakdown (other than as set out above or below);
- (xv) jump-starting the Vehicles;
- (xvi) work done outside operating hours, regarding attendance to breakdowns and regarding emergency repairs;
- (xvii) non-compliance by the Operator with any other obligations under the maintenance provisions specified in the Agreement and the relevant Vehicle Maintenance Agreement;
- (xviii) theft of the Vehicle equipment and components;
- (xix) tampering with the Vehicle odometer, controls and any other specialised vehicle equipment;
- (xx) operating the Vehicles in a manner that may harm the Vehicles' electrical and driveline components;
- (xxi) the Vehicle component damage due to the Operator's negligence in checking and maintaining oil, lubricant and

fluid levels as stipulated in the applicable Vehicle Supplier operating manual;

(xxii) operation of the Vehicle on Routes and road surfaces for which the Vehicle was not designed unless specifically authorised by TPC.

In addition, the Operator shall, among other things:

- (a) perform the required regular checks, in accordance with the manuals (which shall be furnished to the Operator) and including the checking of coolant levels, lubricant levels, tyre pressure and the like and the introduction of anti-freeze or the application of rust inhibiting agents;
- (b) replace lost parts including, but not limited to, spare wheels, fire extinguishers, first-aid kits, warning triangles and lamps, tools, jack, service booklets and the like and perform any testing or maintenance of such items;
- (c) wash the Vehicles on a daily basis (save for a complete wash of the chassis, engine, gearbox, front and rear axle, at the time of carrying out routine service and maintenance work where this is undertaken by the Vehicle Supplier) and clean the interior of the Vehicles whenever they are departing from the Depot or for trip;
- (d) attend to the fitment, service or repair of any parts or equipment necessary pursuant to any Applicable Law which may come into force after the Signature Date;
- carry out maintenance and repairs of the Vehicles in accordance with industry best practice to maintain Technical Specifications and meet Functional Specifications;
- (f) carry out brake testing every five thousand (5,000) kilometres as required by Applicable Law, if different;
- (g) keep and use the Vehicles in a proper and prudent manner and ensure that only duly qualified and competent persons are allowed to drive the Vehicles and amongst other things, but without limitation, ensure that the Vehicles are not operated improperly or negligently;
- (h) ensure that the Vehicle Supplier's running-in instructions and proper responses to systems warnings are fully understood and properly observed;
- ensure that legally permitted gross vehicle and/or gross combination mass is not exceeded during operation which was agreed at take-over time;

- (j) not overload the Vehicles nor use it for any purpose for which it is not designed;
- (k) ensure that no components of the Vehicles are removed or exchanged except where defective and in the course of normal service, repair or replacement and generally ensure that the Vehicles are operated in a complete condition;
- ensure that regular checks are made by the Operator of all oils, coolants, additives and electrolyte levels and that such levels are correctly maintained in accordance with the manuals;
- (m) take all reasonable steps and precautions to minimise damage to the Vehicles and in particular, but without limitation, in the event of any defect or failure occurring in the Vehicles:
- (n) service the Vehicle at the relevant intervals in accordance with the relevant Vehicles' manuals and TPC's instructions;
- (o) promptly repair the Vehicles in accordance with the relevant Vehicles' manuals and TPC's instructions;
- (p) allow authorised Vehicle Supplier representatives access to the Vehicles and for this purpose ensure that such representatives are permitted to enter into the relevant Depot or Staging Area for this purpose, for the duration of the Initial Maintenance Period;
- (q) co-operate at all times with the Vehicle Supplier in respect of the Vehicle Supplier's supervision obligations, for the duration of the Initial Maintenance Period;
- (r) ensure that only fuel and additives as prescribed by the Vehicle Supplier are used;
- (s) in the event that the Operator proposes to use any alternative to the additive as prescribed by the Vehicle Supplier, first obtain authorisation from TPC and reasonable conditions may be imposed;
- (t) cause the Vehicles to be used only for their specified use;
- (u) be responsible for maintenance and repair of all subsystems and equipment in BRT Vehicles and recoup any missing or theft items;
- (v) allow TPC's Authorised Representative to inspect the Vehicles, have access to and be entitled to, download, all information available from the Vehicles (whether from onboard computers or otherwise) including the kilometres travelled by the Vehicles;
- (w) be responsible for all daily pre-Trip checks prior to the Vehicles leaving the Depots, including necessary functionality checks in relation to the On-board Units.

1.15 Operating and control procedures

- 1.15.1 The System Control Service Provider is responsible for agreeing with TPC the Master Timetable. TPC will be responsible to assign the Routes for the Operator.
- 1.15.2 The Operator shall carry out the Services in accordance with the instructions issued by TPC and in accordance with the VOC Timetable issued from time to time.
- 1.15.3 Unless otherwise instructed by TPC and except for public holidays the regular hours for the passenger services shall be from 6:00 hours to 22:00 hours each day ("Operations Hours").
- 1.15.4 TPC may at any time serve a notice to the System Control Service Provider outlining its requirements for change of the Master Timetable ("Master Timetable Change"), for example, specifying the number of services that are to be added to, or removed from, any Route by time band, the approximate times at which any services are to be added or removed or the changes to the Passenger services to be made as a result of a Route adjustment. In circumstances described in the System Control Service Provider Agreement the Master Timetable Change may be also proposed by the System Control Service Provider.
- 1.15.5 The Operator is required to comment on the Master Timetable Change by the deadline specified by TPC. In its comments the Operator shall identify if the Master Timetable Change would have any impact on the Operator, its Services, or KPIs. In particular, the Operator shall identify if, notwithstanding the use of all prudent commercial endeavours, it would be unable to meet the amended timetabled journey times.
- 1.15.6 TPC shall amend the Master Timetable to incorporate that Master Timetable Change, and submit a final electronic and hard copy version of the revised Master Timetable to the System Control Service Provider no later than fifteen (15) days prior to the date of the change of the Master Timetable.
- 1.15.7 The System Control Service Provider will be responsible for preparation of the VOC Timetable based upon the Master Timetable. Within seven (7) days of the Master Timetable or a revised Master Timetable being submitted to the System Control Service Provider by TPC, the System Control Service Provider will submit the VOC Timetable matching the requirements of the Master Timetable.
- 1.15.8 The scheduling of which of the Vehicles shall respond to the Master Timetable shall be the responsibility of the System Control Service Provider but the System Control Service Provider shall use commercial endeavours to maintain that each Vehicle at the end of each Month shall have travelled a similar number of kilometres.

- 1.15.9 The System Control Service Provider may change the VOC Timetable and submit revised VOC Timetable from time to time, provided any change is notified at least fourteen (14) days before its coming into effect and provided the revised VOC Timetable still matches the requirements of the Master Timetable.
- 1.15.10 With respect to the controlling, the System Control Service Provider will keep track of the performance of the Fleet vis-à-vis the VOC Timetable, give instructions to Drivers to optimize operations; instruct the dispatchers to inform the Passengers and shall optimally respond to incidents that negatively affect the operations. The System Control Service Provider will take all relevant inputs to optimize controlling the BRT System. This includes messages from the Drivers, from CCTV surveillance personnel and from the Station personnel.

1.16 Monthly Operations Reports

- 1.16.1 No later than 17:00 pm on the 3rd (third) Business Day of each month, starting on the last Business Day of the first calendar month after the Commencement Date, the Operator shall submit to TPC a report on the performance of its obligations under the Agreement during the previous month ("Monthly Operations Report"), covering at a minimum:
 - (a) road safety performance, including full details on any Severe Accident, Material Accident, Minor Accident, emergency or traffic offence;
 - (b) punctuality performance, including full details on percentage of Untimely Departures, Actual Headway Time and Excess Headway Time;
 - (c) Fleet performance, including full details on any Severe Vehicle Defect maintenance operations on the Vehicles;
 - (d) other indicator as agreed between the Operator and TPC or identified by the Operator in its Service Delivery Plan;
 - (e) any improvement of the Services, including full details on any relevant Passenger complaint, any suggested adjustment of the VOC Timetable and any performance improvement measure taken by the Operator.

1.17 Tow truck

- 1.17.1 The Vehicle Supplier shall deliver to the Operator 1 (one) tow truck manufactured by SHACMAN.
- 1.17.2 The tow truck vehicle shall be parked in the Depot and used by the Operator solely to move disabled, damaged or otherwise indisposed Vehicles.

- 1.17.3 The Operator shall be responsible for operation, maintenance and repairs of the tow truck vehicle at its own cost.
- 1.17.4 The Operator shall also ensure that the tow truck is driven by a qualified Driver and is kept in satisfactory operational condition (fair wear and tear excluded).
- 1.17.5 All other relevant maintenance obligations of the Operator concerning Vehicles shall apply *mutatis mutandis* to the tow truck vehicle.

1.18 Spare parts

- 1.18.1 The Vehicle Supplier (on behalf of TPC) shall provide Spare parts and the supply of spare parts shall cover the period from the delivery of the first vehicles to approximately two years. As a minimum, a certain quantity of Spare parts will be kept by Vehicle Supplier (on behalf of TPC) on hand at depot sites at all times for approximately two years. The Spare parts store shall be operated by suitably qualified staff members to manage such store.
- 1.18.2 Before the conclusion of the contract of Vehicle Supplier, the Vehicle Supplier (on behalf of TPC) will also provide a final stock of spare parts and supplies at each depot facility.
- 1.18.3 The list and quantity of the spare parts to be provided (as mentioned in 1.18.1 and 1.18.2) by Vehicle Supplier on behalf of TPC is attached as Schedule 1 to this Operational Specifications Schedule i.e. Part A, Part B and Part C (**Attached**). Whereas;
 - a) Part A provides quantity and details of Spare parts to be consumed approximately in 2 years for 18-meter Vehicles.
 - b) Part B provides quantity and details of Spare parts to be consumed approximately in 2 years for 12-meter Vehicles.
 - c) Part C provides quantity and details of Spare parts to be provided at Contract Closure of Vehicle Supplier.
- 1.18.4 Any leftover or quantity not consumed during two years mentioned in 1.18.3 (a)&(b) above will also be handed over to the Operator free of cost.
- 1.18.5 The Operator shall ensure security of facilities at the Depot and storage of the spare parts.
- 1.18.6 Except above, the Operator shall take responsibility of provision of all replacement parts and supplies for all maintenance issues. The Operator shall procure any future spare parts and supplies pursuant to documentation provided by the Vehicle Supplier or required for maintenance and/ or operation of BRT Vehicles.
- 1.18.7 The Operator will be responsible for all materials and associated costs for repair actions caused by road collisions or other unscheduled incidents.

1.18.8 The Operator shall keep record of each spare part used, reason for replacement, total spare used, remaining spare parts etc. and follow Protocol issued by TPC for use, record and inventory of the same. The Operator shall provide to TPC such record in prescribed time.

1.19 Tools and equipment

- 1.19.1 The Vehicle Supplier shall deliver two sets of the specified maintenance tools, software, and diagnostic equipment required to repair, service, and maintain the Vehicles. The list of tools to be provided is attached in Schedule 2.
- 1.19.2 The Operator shall procure any other tools, software and diagnostic equipment which it deems necessary to carry out the Services in accordance with the Agreement.

1.20 Electricity charging facilities

- 1.20.1 The Operator shall be entitled to use vehicle slow charging facilities installed at the Depot. The costs of electricity used for slow charging the Vehicles at the Depot shall be borne by the Operator. The Operator shall be responsible for use, care, maintenance and repair of the vehicle slow charging facilities installed at the Depot as further specified in the Property Use Agreement.
- 1.20.2 The Operator shall be entitled to use fast charging facilities located at the Depot, the Staging Area and Route end point (if any). The costs of electricity used for fast charging the Vehicles at the Depot, the Staging Area and terminal shall be borne by the Operator. The Operator shall be responsible for use, care, maintenance and repair of the vehicle fast charging facilities installed at the Depot, the Staging Area and Route end point.

2. MILESTONES

- 2.1.1 Milestone 1: Operations of 30 units 12-meter and 20 units 18-meter buses in September, 2019.
- 2.1.2 Milestone 2: Operations of 32 units 12-meter and 10 units 18-meter buses in November, 2019.

3. KEY PERFORMANCE INDICATORS

3.1 **KPIs**

3.1.1 The Operator's performance shall be evaluated by means of key performance indicators ("KPIs"). Failure to comply with KPIs ("Failure Events") shall lead to the application of performance deduction percentages as per the below table ("Performance Deduction Percentage"):

Sr. n	KPI	Failure Event	Performance Deduction Percentage (PD %)
1	ROAD SAFETY	Assessment through self-reporting	
1.1	Prevention of Severe Accidents	Accident involving a Vehicle due to Driver's fault or malfunctioning of the Vehicle resulting in death or severe physical injury of a Passenger or other person (Severe Accident)	10.0% per occurrence
1.2	Prevention of Material Accidents	Accident involving a Vehicle due to Driver's fault or malfunctioning of the vehicle resulting in minor physical injury of a Passenger or other person or material damage to TPC's assets (Material Accident)	5.0% per occurrence
1.3	Prevention of Minor Accidents	Accident involving a Vehicle due to Driver's fault or malfunctioning of the vehicle not resulting in any physical injury of a Passenger or other person nor any material damage to TPC's assets (Minor Accident)	1.0% per occurrence
1.4	Immediate Reporting of Emergencies	Emergency not reported to TPC and the Police within fifteen (15) minutes of its occurrence or Maximum at end of trips	0.5% per occurrence
1.5	Prevention of Traffic Offences	Driver caught by the Police committing a traffic offence	0.3 % per occurrence
1.6	Strike by driver or staff of operators	Strike leading to operation disruption or loss of service	5.0% per occurrence per hour
1.7	Misbehaviour	Staff of Operator Personnel does not adhere to Code of Conduct or misbehave with passengers	0.3 % per occurrence
1.8	Suspension of services	Operator completely suspend services without permission of TPC	5 % per 1 (one) Hour of occurrence
2	Operations	Assessment through automatic m System Control Service Provider	nonthly reporting by the

Sr.	KPI	Failure Event	Performance Deduction Percentage (PD %)
2.1	Compliance with Scheduled Headways on Routes	(No of trips observed late (or early) from first station or stop x 100) /Total no of trips operated	1.0% per 5 % of late/early Departures and below 95% (Acceptable limits of the gap between actual and scheduled bus time is ±30% of the schedule headway) (No Failure Event between 95% to 100%) Note: For estimation of 5%, below 2.5% will be rounded to zero and above 2.5% will
2.2	Compliance with Scheduled Headways on Corridor-only Routes	(No of On-time Bus Headway x 100) / (Total number of Trips)	1 % per 5 % of Headways which are not on-time and below 95 % (Acceptable limits of the gap between actual and scheduled bus time is ±30% of the schedule headway) (No Failure Event between 95% to 100%) Note: For estimation of 5%, below 2.5% will be rounded to zero and above 2.5% will rounded to 5 %
2.3	Compliance with Routes	Vehicle not stopping and maintaining all doors open for a minimum of ten (10) seconds or specified instruction at a designated Station in accordance with its scheduled Route or Vehicle not stopping and opening all doors at a designated Stop whereas the stop button was activated	0.1% per occurrence
2.4	Trip Efficiency	Missed trips = (No of Trips missed x 100) / (No of trips assigned in Schedule)	1 % per 5 % of trips missed & below 97.5% (No Failure Event between 97.5% to 100%) Note: For estimation of 5%, below 2.5% will be rounded to zero and above 2.5% will rounded to 5 %

Sr.	KPI	Failure Event	Performance Deduction Percentage
			(PD %)
2.5	Travel Time Regularity	Observed trip completed early or late = (No of trips completed late or early from scheduled time x 100) / (Total no	1 % per 5 % of observed trip completed late or earlier & below 95 %
		of trips operated)	(No Failure Event between 95% to 100%)
			Note: For estimation of 5%, below 2.5% will be rounded to zero and above 2.5% will rounded to 5 %
2.6	Reliability of Buses/ No. of Breakdowns	Breakdowns = 70,000 x (Monthly No of Breakdowns/Monthly Total Kms Plied)	0.5 % per Breakdown over and above 1
		(Rounded to nearest integer)	(Calculated based on Formula in Failure Event)
2.7	Cancellation of trip or wrong trip selection	Cancellation of leading to excess deduction of fare from passengers	0.1 % per trip cancellation or wrong selection
3	FLEET	Assessment through TPC inspection	s / spot checks
3.1	Prevention of Severe Vehicle Defects	Vehicle used in spite of presenting a Severe Vehicle Defect (as defined below)	1.0% per Severe Vehicle Defects
3.2	Prevention of Material Vehicle Defects	Vehicle used in spite of presenting a Material Vehicle Defect (as defined below)	0.5% per Material Vehicle Defect
3.3	Prevention of Minor Vehicle Defects	Vehicle used in spite of presenting a Minor Vehicle Defect (as defined below)	0.3% per Minor Vehicle Defect
4	REPORTING	Assessment through monitoring by 1	TPC
4.1	Audited financial statements of the Operator	Annual financial statements of the Operator, including all required constituent parts, not provided by specified submission date	1.5% per day of delay
4.2	Unaudited management accounts of the Operator	Quarterly unaudited management accounts of the Operator, (comprising a profit and loss account, balance sheet and cash flow statement), including all required constituent parts, not provided by specified submission date	0.3% per day of delay

Sr. n	KPI	Failure Event	Performance Deduction Percentage (PD %)		
4.3	Monthly Operations Report	Monthly Operations Report, including all required constituent parts, not provided by specified submission date and maintenance record of BRT vehicle are not submitted in TPC prescribed format	0.3% per day of delay		
4.4	Transparent Self-Reporting	Misrepresentative Monthly Operations Report	1 % per Occurrence		
5		Deleted Intentionally			
6	Operations related violations	Assessment through monitoring by	/ TPC or through System		
6.1	Violation by Driver	Violations by Driver as per list below	0.3 % per occurrence		
6.2	Conditions of Vehicle	Violations regarding conditions of Vehicle as per list below Note: This Liquidated Damages will be applicable, if not covered under serial No.3 above	,		
6.3	Environmental Violations	Violation of Environmental conditions as per list below Note: This Liquidated Damages will be applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract	· •		
6.4	Administrative Violations	Violation of administrative nature as per list below Note: This Liquidated Damages will be applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract			
6.5	Bus Operations Violations	Violation of user operations as per list below Note: This Liquidated Damages will be applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract			

Sr.	KPI	Failure Event	Performance Deduction Percentage (PD %)
6.6	Violation of Scope of Work or operations instruction	Failure of Violation of Scope of work mentioned in the contract or operation instructions	
		Note: This Liquidated Damages will be applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract	
6.7	Employment Opportunity Program	Non-compliance with any aspect of the requirement of Employment Opportunity Program	
6.8	Gender Action Plan	Non-compliance with any aspect of the requirement of Gender Action Plan	0.3 % per occurrence
6.9	Dragnet Clause	Any act/instance which is non- conforming or a violation to Agreement, rules, regulations or operational instructions given by TPC, unless covered by another KPI	

3.1.2 In case TPC has determined that non-compliance with KPI occurred due to reasons outside of the Operator's control and responsibilities that Failure Event shall not lead to any Performance Deduction Percentage.

DRIVER VIOLATIONS

To carry weapons of any kind

Failure to carry and display personal card.
Using non-personal On Board Unit (OBU) Driver Card
Communicating with passengers without any purpose or authorization during normal operations.
Facilitate passengers to travel without fare or not inform Control centre about such activity
Drivers observed without valid PSV license
Drivers found ignorant about code of conduct about drivers or SOP of the operator in emergency
Drivers engaged in operation without training
Driver unable to operate On Board Unit of the Bus
Refusal to provide information
To cross a red light

To reverse in trunk routes, or stations without authorization

DRIVER VIOLATIONS

Disobedience to authorities

Drunkenness on duty or smoking while driving

Incorrect approach to bus bay/station and/or alignment between bus and station.

To drive above speed limits

Stopping bus ahead of the stop bar

Block road for other vehicle or obstruct flow of vehicle

Park bus outside bus bay

Abandoning and/or alighting from vehicle without cause and/or authorization

Verbal or physical ill-treatment with passenger

To charge tariffs inside the vehicles

To move the bus without fully closing the bus doors

Conditions of Vehicle

To place any type of decoration or non-functional items inside or outside the vehicle, which have not been installed by the original manufacturer of the chassis or body

To polarize, totally or partially, side, front or back windows.

To use or to modify colours and designs of the external paintwork of the vehicle

Failure to maintain sub-systems of the buses such as PIS, door sensors, CAN, camera etc.

Stickers /information in the bus are missing

To drive with lights off at night.

Operate equipment with sound inside the vehicle, or to read announcements not authorized

To use unauthorized electronic equipment by the driver (cell phones, walkman, etc.) during driving

To drive with defective front, side and/or back or brake lights.

Broken, ripped or loose seat(s)

Section of handrail Missing / loose or with cutting edges.

Missing / Broken / Insufficient number of grab handles

Broken / Cracked side, Window, Front or back screen, Rear View Mirrors

Lack of illumination or incorrect arrangement in terms of visibility of interior and exterior route displays OR Non-functional interior or exterior route displays

To operate vehicle with visible dents or impacts.

Incorrect operation or damage to doors for emergency exits.

To violate or to alter without prior authorization of the system's manager its control or any of its parts (On Board Unit (OBU), GPS Antena and all other equipment for that purpose).

Improper / No Announcements

Conditions of Vehicle

Operate buses with slogan/marking etc. on exterior face

Missing (As per quantity installed by the manufacturer) / non-functional fire extinguishers

Missing (As per quantity installed by the manufacturer) Emergency Glass Breaking Hammers or switches used for emergency opening

Tyres worn out or in unsuitable condition

Operating without vehicle fitness certificate/ violation of Motor Vehicles Ordinance/Act

Controller Area Network (CAN)/Vehicle Logic Unit (VLU) module in buses failed to collect the required data for OBU or CAN fail to work properly

Vehicles are not cleaned at end/completion of trip

Vehicles are not maintained in accordance with manufacturer manual (per bus)

Environmental Violations

Noise emissions above environmental standards

To operate leaking fuel or lubricants.

Non-compliance with the acceptable waste disposal

Non-compliance with local or national environmental laws

Administrative related Violations

Fail to delivers information required by TPC under the Contract

To refuse to accept the visits of inspectors, to hide information or to provide partial or erroneous information.

Failed to resolve complaints within TPC prescribed time

To implement administrative and accounting practices which impair the reliability of the accounting and financial information which the Operator will keep in accordance with this Contract.

To omit compliance with obligations regarding driver training

To omit compliance with obligations established by labour laws of the Country/province

To breach contractual provisions regarding financial mechanisms and liens on vehicles.

Staff of Operator are not available in Control centre during Operations hours or arrive late

Misuse of TPC infrastructure/ resources or use for purpose which are not authorized

Non-compliance of any aspect of Agreement

Video feed of Camera are not shared by Operator in prescribed time

Bus Operations related Violations

Parking/Not Parking vehicles at locations and/or quantity and/or time other than specified by TPC.

Stopping at a station, stop and/or platform not established on the route Schedule for a service without the prior authorization or instruction of TPC

Changing the route of a service without the prior authorization or instruction of the TPC

Operating hours or services not authorized by the TPC

Taking up or setting down passengers at points other than the station stops.

Driving outside the routes or trunk routes established by the TPC without its authorization.

Delaying operation without cause.

Stopping bus at station for a time lesser or more than specified in the schedule

Overtaking vehicles of the same service without the authorization of TPC

To run out of fuel during trip

Interrupting traffic light crossings due to congestion of the station.

Failure to remove the breakdown vehicle within 30 minutes from the road

(This Liquidated Damages will be in addition to Liquidated Damages related to breakdown)

Failure to follow or acknowledge instructions issued by the TPC, operations personnel OR Any act/instance which is non-conforming to Authority's Rules/Regulations/Contract/Instructions , not covered in other sections of SLA

Failure to arrange repairs of the damages to TPC Property caused by the Operator within the prescribed time frame (This Liquidated Damages is on delay).

Improper operations of boarding gate

Improper docking in alignment Channel or Injury caused to the passenger due to negligence in operations including but not limited to improper docking, improper dwell time (Less than prescribed), improper door operations, improper vehicle acceleration and deceleration etc.

Failure to obey instruction regarding use of fast charges, slow charges, depot, and staging facilities

3.2 Performance Deduction Percentage (PD%)

- 3.2.1 The Performance Deduction Percentage applicable for a given Month shall be:
 - (a) during the first one (01) Months from the Commencement Date, zero percent (0%); and
 - (b) from the fourth (2nd) Month from the Commencement Date, the sum of Performance Deduction Percentages applicable for all events of non-compliance with KPIs having occurred during that month, subject to a maximum of one hundred percent (100%).
- 3.2.2 On the tenth (10th) Business Day of each Month ("**Relevant Month**"), TPC shall send to the Operator a notice informing it of the Performance Deduction Percentage which have been calculated for it for the previous Month with evidence.

- 3.2.3 If the Operator objects to the notice referred to in paragraph 3.2.2, the Operator shall inform TPC thereof no later than the thirteenth (13th) Business Day of the Relevant Month and shall send written evidence supporting its objection.
- 3.2.4 TPC shall then decide and give notice of its decision to the Operator no later than the seventeenth (17th) Business Day of each Relevant Month as to its reconsidered determination of the Performance Deduction Percentage for the previous Month.

3.3 Excess Headway Time/ Scheduled Headway Time Variations

3.3.1 TPC shall designate a number of Stations ("**Timing Points**") where Excess Headway Time between Vehicles on a same Route, in each direction, is to be calculated.

3.4 Fleet Inspections

- 3.4.1 TPC may at all reasonable times, directly or through a TPC-appointed independent agent, observe, inspect and satisfy itself with the observance by the Operator of the "Fleet" Key Performance Indicators.
- 3.4.2 In order to ensure representatively of the sample of the fleet inspected, TPC shall ensure that at least ten percent (10%) of the Fleet shall be inspected each Month, failing which no Performance Deduction Percentage shall be applied for that Month under the "Fleet" Key Performance Indicators.

3.5 Definitions

For the purposes of this Schedule:

- 3.5.1 **Direct Routes** means Routes which serve both Stations and Stops.
- 3.5.2 **Corridor-only Routes** means Routes which only serve Stations and, for the avoidance of doubt, may include up to two (2) off-Corridor Stations.
- 3.5.3 **Severe Vehicle Defect** means a defect to a Vehicle affecting or potentially affecting the roadworthiness of that Vehicle, the safety of Passengers, the collection of fares or operational control by TPC, including, but not limited to, any of the following:
 - (a) any Driver's Vehicle Defect Report (in the form attached as Schedule 3) for any of the last 30 (thirty) days being unavailable, incomplete or misrepresentative;
 - (b) any Safety Inspection Report (in the form attached as Schedule 4) for any of the last 30 (thirty) days being unavailable, incomplete or misrepresentative;
 - (c) any item from the Safety Inspection Checklist (in the form attached in Part 1 of Schedule 4) being defective or not in full and complete working order;

- (d) any validator being defective or not in full and complete working order;
- (e) operations control being defective or not in full and complete working order;
- (f) control management being defective or not in full and complete working order
- (g) Advertising on outside of the BRT Vehicle or Branding or pasting of Company name or Parent Company Name etc.;
- (h) BRT Vehicles are not maintained in accordance with manufacturer manual / recommendations;
- (i) Assets handed over to Operators by TPC (directly or through third party) are not properly recorded and maintained.
- 3.5.4 **Material Vehicle Defect** means a defect to a Vehicle affecting the usage of the BRT System, including, but not limited to, any of the following:
 - any item from the Driver's Vehicle Defect Report (in the form attached as Schedule 3) being defective or not in full and complete working order;
 - (b) any destination display being defective or not in full and complete working order;
 - (c) any Passenger information display being defective or not in full and complete working order;
 - (d) Passenger announcement system being defective or not in full and complete working order.
- 3.5.5 **Minor Vehicle Defect** means a defect to a Vehicle affecting the comfort of Passengers, including, but not limited to, any of the following:
 - (a) the Vehicle not being in satisfactory operational condition (as per point 1.1.2 above) and/or any item from the Driver's Vehicle Defect Report (in the form attached as Schedule 3) being unclean or in untidy condition;
 - (b) the average interior temperature as measured by TPC directly or through system (as per point 1.6.3 above) being below 23°C or above 25°C when the ambient temperature is 25°C or other such temperature specified by TPC;
 - (c) up-to-date map (A3 size) with all Stations and/or Stops being not displayed properly in a Vehicle interior;
 - (d) currently applicable fares being not displayed properly in a Vehicle interior:

- (e) current Passenger timetable being not displayed properly in a Vehicle interior;
- (f) any required TPC poster/stickers being not displayed properly in a Vehicle interior;
- (g) advertising outside of designated advertising surfaces.

3.6 Material breach

- 3.6.1 If, counting from the fourth (4th) complete calendar month from the Commencement Date onwards:
 - (a) the Performance Deduction Percentage is equal to 100% for few consecutive months; or
 - (b) the Performance Deduction Percentage is equal to 100% for any 6 (six) months during any period of 12 (twelve) months,

then this shall constitute an Operator's material breach under the terms of the Agreement.

Spare parts

(Attached as Separate files for Spare Parts to be consumed a) During Two years; and b) to be handed over at end of two years)

Tools

(Attached as Separate File)

Driver's Vehicle Defect Report

Driver's Name:		Da	ate:	
Vehicle Reg.:				
Tachograph reading beginning	of shift:	Er	nd of shift:	
Fleet / Serial no.:		Od	dometer Reading:	
Daily or shift check (tick or c	eross)	ı		
Fuel / Oil Leaks	Wipers		Mirrors	
Battery (if Easily Accessible)	Washers		Steering	
Tyres and Wheel Fixing	Horn		Heating / Ventilation	
Brakes (incl. ABS/EBS)	Glass		Lights	
Doors and Exits	Reflectors		Body interior	
Indicators / Side Repeaters	Body Exterior		Excessive Engine Exhaust Smoke	
Fire Extinguisher	First-Aid Kit		Emergency Exit Hammer	
Seats Fixtures and Coverings	Disabled Accessibility Requirements		Registration Plates	
Floor Coverings	On-board Units		Fans or Other Air Handling Equipment	
Radios or other Communication Equipment	Passenger Information Displays		Driver's Console	
REPORT DEFECTS HERI	Ξ:		Defects warranting a refususe the Vehicle:	sal to
Defects reported to:		RE	ECTIFIED:	
Write NIL here if no defects for	und	Dr	iver's signature:	
Note: Format may be revised by	by TPC at its discretion to cover	ered a	II defects faced during operation	ns
Defects rectified by:				
Signature:				
Date:				

Safety Inspection Report

Vehicle Reg.:		Odometer Reading:		
Make and Type:				
Date of Inspection:		ISO Wk No.:		
Operator:				
	'Serv	viceable' (col 4) – en	ter the	appropriate code:
		= Satisfactory =	R	= Repair Required =
(a)		Safety Item Defect	N/A	Not Applicable
	М	= Monitor (possible r before next SI)	mainte	nance required

Part 1 – Inspection

Check No	Item Inspected	Serviceable	Defect Found	Rectified By
1	Driver's Seat			
2	Seat Belts and Supplementary Restraint Systems			
3	Mirrors and Indirect Vision Devices			
4	Glass and View of the Road			
5	Accessibility Features			
6	Windscreen Washers and Wipers			
7	Speedometer / Tachograph			
8	Horn			
9	Driving Controls			
10	Steering Control			
11	Service Brake Pedal			
12	Service Brake Operation			

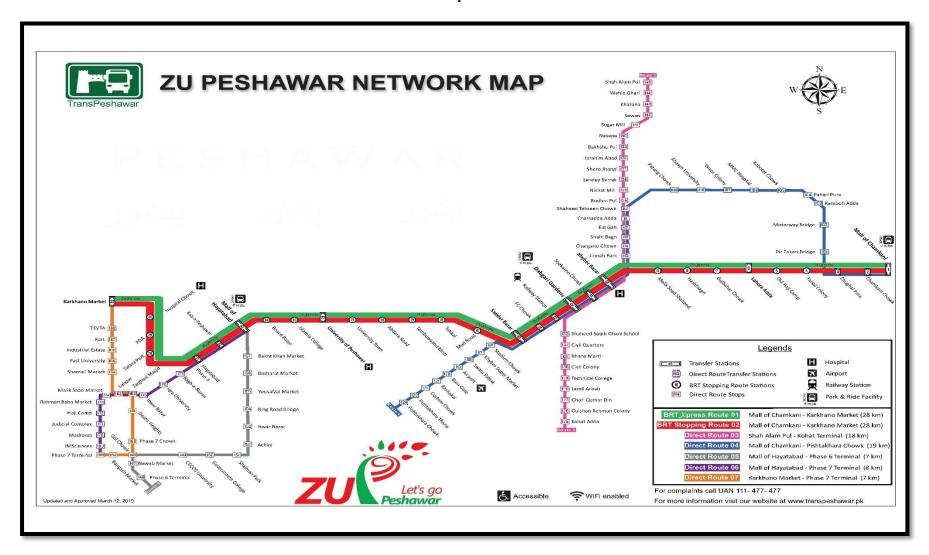
13	Pressure / Vacuum Warning and Build Up	
14	Hand Lever Operating Mechanical Brakes	
15	Hand Operated Brake Control Valves	
16	Driver's Accommodation	
17	Interior of Body, Passenger Entrance, Exit Steps and Platforms	
18	Passenger Doors, Driver's Doors and Emergency Exits	
19	Registration Plates	
20	Security of Body	
21	Exterior of Body including Luggage Compartments	
22	Exhaust Emissions	
23	Road Wheels and Hubs	
24	Size and Type of Tyres	
25	Condition of Tyres	
26	Bumper Bars	
27	Spare Wheel and Carrier	
28	Condition of Chassis	
29	Wings and Wheel Arches	
30	Vehicle to Trailer Coupling	
31	Speed Limiter	
32	Electrical Wiring and Equipment	
33	Engine and Transmission Mountings	
34	Oil and Waste Leaks	
35	Fuel Tanks and System	

36	Exhaust a	and Waste Systems		
37	Steering I	Mechanism		
38	Suspensi	on		
39	Axles, Stu Bearings	ub Axles and Wheel		
40	Transmis	sion		
41	Additiona	l Braking Devices		
42	Brake Sys	stems and Components		
43	Reflectors	s and Rear Markings		
44	Lamps			
45	Direction Warning I	Indicators and Hazard Lamps		
46	Aim of He	eadlamps		
47	Ancillary I	Equipment		
48	Other Da	ngerous Defects		
Conditi	on of Tyres	(enter N/A if not applicab	le)	
49	Axle 1	Axle 2	Axle 3	Axle 4
o/s out	mm	mm	mm	mm
0,0 0 dt	bar	bar	bar	bar
o/s in		mm	mm	mm
0,0 111		psi	psi	psi
n/s in		mm	mm	mm
11/0 111		bar	bar	bar
n/s out	mm	mm	mm	mm
1,, 5 Gat	bar	bar	bar	bar
	ke Performa ometer test)	nce (Laden / Unladen) (ro	oller brake /	D: Road Test
Check	IM Ref	Item inspected	Efficiency	Inspector Comments:

No			
50*	71	Service Brake Performance	%
51*	72	Secondary Brake Performance	%
52*	73	Parking Brake Performance	%

Note: Format may be revised by TPC at its discretion to covered all defects faced during operations

Maps



S.No	Name & No.	Description	Via (Stations & Stops)	No. of Km (Approx)	Type of Buses
1	Express Route- 01	Mall of Chamkani To Karkhano Market	Mall of Chamkani, Lahore Adda, Khyber Bazar, Dabgari Gardens, Saddar Bazar, University of Peshawar, Mall of Hayatabad, Karkhano Market.	27	Articulated/ Standard
2	Stopping Route- 02	Mall of Chamkani To Karkhano Market	Mall of Chamkani, Chamkani Chowk, Chughal Pura, Faisal Colony, Old Haji Camp, Lahore Adda, Gulbahar Chowk, Hashtnagri, Malik Saad Shaheed, Khyber Bazar, Soekarno Chowk, Dabgari Gardens, Railway Station, FC Chowk, Saddar Bazar, Mall Road, Tehkal, Tambuwaanu Morr, Abdara Road, University Town, University of Peshawar, Islamia College, Board Bazar, Mall of Hayatabad, Bab-e-Peshawar, Hayatabad Phase-3, Tatara Park, PDA, Hospital Chowk, Karkhano Market.	27	Articulated/ Standard
3	Direct Route- 05	Mall of Hayatabad To Phase 6 Terminal	Mall of Hayatabad, Bakht Khan Market, Basharat Market, Yousafzai Market, Ring Road Bridge, Itwar Bazar, Achini, Shalman Park, Govornment College, CECOS University, Gol Chowk, Nawab Market, Phase 6 Terminal.	6.8	Standard
4	Direct Route- 06	Mall of Hayatabad To Phase 7 Terminal	Mall of Hayatabad, Bab-e-Peshawar, Hayatabad Phase 3, Bagh-e-Naran, Iqra University, Itwar Bazar, Zarghuni Masjid, Lalazar, Malik Saad Market, Rehman Baba Market, Haji Camp, Judicial Complex, Madrassa, IMSciences, Phase 7 Terminal	8.3	Standard
5	Direct Route- 07	Karkhano Market To Phase 7 Terminal	Karkhano Market, TEVTA, Fort, Industrial Estate, FAST University, Shamali Market, Lalazar, Zarghuni Masjid, Deans Heigths, Phase 7 Chowk, Gol Chowk, Bangash Market, Phase 7 Terminal.	8	Standard

Technical & Functional Specifications of 12-meter and 18-meter BRT Vehicles

(Attached as Separate File)

Spare Parts, and Tools and Equipment in case of assignment of Additional Vehicle(s) in First Year

(Attached as Separate File)

Schedule 1 to Annex-B Part A- 18-Meter BRT Vehicle Spare Parts expected to be consumed over 2 Years

SN	System	Part Number	Description	Unit	Consumption per Unit Bus within 2 years	Bus Amount (Unit)	Total Parts Consumption within 2 years (Pc/Set)
1	Engine	10J-01020-55	Mounting cushion, engine	Pcs	1	30	30
2	Engine	KB-1001015	Cushion, rear mounting	Pcs	1	30	30
3	Engine	C5296546	Belt	Pcs	4	30	120
4	Engine	430-1012020B-937	Lube filter	Pcs	21	30	630
5	Engine	G5800-1105140C-937	fuel filter	Pcs	5	30	150
6	Engine	G5800-1105240C-937	fuel filter	Pcs	5	30	150
7	Engine	1100240.02	Water/fuel separator	Pcs	5	30	150
8	Engine	1000240SE	Element,water-oil separator	Pcs	5	30	150
9	Front Axle	II38162F	Front brake lining	Pcs	28	30	840
10	Front Axle	3001021-ZD01K	Kingpin	Pcs	1	30	30
11	Front Axle	30ZD01K-XLB	Repair kit, kingpin	Pcs	1	30	30
12	Front Axle	5050-KX03	Upper bushing	Pcs	1	30	30
13	Front Axle	5050-KX03	Lower bushing	Pcs	1	30	30
14	Front Axle	840.00-3102-023	Oil seal	Pcs	1	30	30
15	Front Axle	35NP2-01075	Brake disc	Pcs	4	30	120
16	Rear Axle	138.31-3340-006	Rear hub outer oil sealing assy	Pcs	1	30	30
17	Rear Axle	BPR28-43AD-40006	Rear hub inner oil sealing assy	Pcs	1	30	30
18	Rear Axle	2402060-ZD01K	Dive pinion oil seal	Pcs	1	30	30
19	Rear Axle	BPR28-43AD-41005	Break disc	Pcs	4	30	120
20	Rear Axle	K118708K50	Brake pad assy	Sets	28	30	840
21	Chassis parts	XL1255C-Z(P1)	Clutch driven plate(hybrid power)	Pcs	7	30	210
22	Chassis parts	XL108Y-ZP4	Diaphragm spring clutch	Pcs	7	30	210
23	Chassis parts	083151000395	Release bearing	Pcs	7	30	210
24	Chassis parts	YK3043UW	Air filter element	Pcs	5	30	150
25	Chassis parts	50000000	Evaporating fan	Pcs	1	30	30
26	Chassis parts	50000103	Condensing fan	Pcs	1	30	30
27	Chassis parts	AV13X1165	Belt	Pcs	7	30	210
	Chassis parts	B4000-1307042A	V belt	Pcs	7	30	210
29	Chassis parts	AV15X1125	Belt	Pcs	7	30	210
30	Chassis parts	AV20X1780	Belt	Pcs	7	30	210

Schedule 1 to Annex-B Part A- 18-Meter BRT Vehicle Spare Parts expected to be consumed over 2 Years

SN	System	Part Number	Description	Unit	Consumption per Unit Bus within 2 years	Bus Amount (Unit)	Total Parts Consumption within 2 years (Pc/Set)
31	Chassis parts	6125G10-2906060	Rubber bushing, stabilizer bar	Pcs	2	30	60
32	Chassis parts	6185G11-2924025	Rubber bushing	Pcs	2	30	60
33	Chassis parts	2906-105-J4P	Bushing, front stabilizer	Pcs	2	30	60
34	Chassis parts	1302A01-012A0	Rubber pad	Pcs	2	30	60
35	Electric System	XML3735130C5A0	Five-pin relay	Pcs	1	30	30
36	Electric System	JD2914-018	Five-pin relay	Pcs	1	30	30
37	Electric System	Q1000M-0000	Wipe blade	Pcs	4	30	120
38	Electric System	BUSSMANN-63FE-GL	Fuse protector 63A	Pcs	1	30	30
39	Electric System	GL-CBB65-70UF	Electric melting(aluminum shell)	Pcs	1	30	30
40	Electric System	DA1800041	Fuse protector 80A	Pcs	1	30	30
41	Electric System	660GH-315A	Fuse protector	Pcs	1	30	30
42	Electric System	BS88-100FE	Fuse protector 100A	Pcs	1	30	30
43	Electric System	GL-CBB65-80UF	Electric melting(aluminum shell)	Pcs	1	30	30
44	Lubrication or material	00230-20450	Engine coolant	L	500	30	15000
45	Lubrication or material	00320-585140-2	AMT gearbox oil	L	76	30	2280
46	Lubrication or material	00320-585140-2	Rear axle oil	L	90	30	2700
47	Lubrication or material	00340-22000	Automotive HP-R high temperature grease	Kg	2.6	30	78
48	Lubrication or material	00320-02000-01	Automatic Transmission Fluid (ATF)	L	7	30	210
49	Lubrication or material	00230-31340-1	Refrigerant	L	8	30	240
50	Lubrication or material	00320-585140-2	Compressor oil	L	6	30	180
51	Tyres			PCS			1327

Schedule 1 to Annex-B Part B 12-Meter BRT Vehicle Spare Parts Expected to be consumed over 2 Years

					Consumption	Bus	Total Parts
SN	System	Part Number	Description	Unit	per Unit Bus	Amount	Consumption within
	-		_		within 2 years	(Unit)	2 years
1	Engine	430-1012020B-937	Lube filter	PCS	21	62	1302
2	Engine	G5800-1105140C-937	fuel filter	PCS	5	62	310
3	Engine	G5800-1105240C-937	fuel filter	PCS	5	62	310
4	Engine	1100240.02	Water/fuel separator	PCS	5	62	310
5	Engine	1000240SE	Element,water-oil separator	PCS	5	62	310
6	Engine	10J-01020-55	Mounting cushion, engine	PCS	1	62	62
7	Engine	KB-1001015	Cushion, rear mounting	PCS	1	62	62
8	Engine	YC80-10PK-2370BG	Engine belt	PCS	4	62	248
9	Front Axle	702.20-3102-05	Left steering knuckle assembly	PCS	2	62	124
10	Front Axle	702.20-3102-02	Right steering knuckle assembly	PCS	2	62	124
11	Front Axle	5050-KX03	Upper bushing - steering knuckle	PCS	3	62	186
12	Front Axle	840.00-3102-023	Oil seal assy main pin end	PCS	2	62	124
13	Front Axle	3001021-ZD01K	Pin	PCS	1	62	62
14	Front Axle	30ZD01K-XLB	Repair kit,Pin	PCS	1	62	62
15	Front Axle	3303ZDS01C-060	Tie rod joints (right)	PCS	1	62	62
16	Front Axle	3303ZDS01C-059	Tie rod joints (left)	PCS	1	62	62
17	Front Axle	3103080-ZD03M	Front wheel hub oil seal assembly	PCS	1	62	62
18	Front Axle	II38162F	Front brake disc	PCS	28	62	1736
19	Front Axle	35NP2-01075		PCS	4	62	248
20	Rear Axle	138.31-3340-006	Half shaft oil seal assembly	PCS	1	62	62
21	Rear Axle	BPR28-43AD-40006	Oil seal,Rear wheel hub	PCS	1	62	62
22	Rear Axle	3501105-ZD01K	Rear brake friction plate	PCS	28	62	1736
23	Rear Axle	BPR28-43AD-41005	Brake disc	PCS	4	62	248
24	Chassis parts	XL1255C-Z(P1)	Clutch driven plate(hybrid power)	PCS	7	62	434
25	Chassis parts	XL108Y-ZP4	Diaphragm spring clutch	PCS	7	62	434
26	Chassis parts	083151000395	Release bearing	PCS	7	62	434
27	Chassis parts	50000000	Evaporating fan	PCS	1	62	62
28	Chassis parts	50000103	Condensing fan	PCS	1	62	62
29	Chassis parts	YK3043A	Air filter, element	PCS	5	62	310
30	Chassis parts	AV13X1165	Belt	PCS	7	62	434
31	Chassis parts	B4000-1307042A	V belt	PCS	7	62	434
32	Chassis parts	AV15X1125	Belt	PCS	7	62	434
33	Chassis parts	AV20X1780	Belt	PCS	7	62	434

Schedule 1 to Annex-B Part B 12-Meter BRT Vehicle Spare Parts Expected to be consumed over 2 Years

					Consumption	Bus	Total Parts
SN	System	Part Number	Description	Unit	per Unit Bus	Amount	-
					within 2 years	(Unit)	2 years
	Chassis parts	QC0125	Cross Joint	PCS	3	62	186
35	Chassis parts	QC0125-KH	Circlips	PCS	12	62	744
36	Chassis parts	6125G10-2906060	Rubber bushing, stabilizer bar	PCS	2	62	124
37	Chassis parts	2906-105-J4P	Bushing, front stabilizer	PCS	2	62	124
38	Chassis parts	1302A01-012A0	Rubber pad	PCS	2	62	124
39	Electronic Parts	Q1000M-0000	Wipe blade	PCS	4	62	248
40	Electronic Parts	0332209211	Five Feet relay	PCS	1	62	62
41	Electronic Parts	2-1904025-3	Five Feet relay	PCS	1	62	62
42	Electronic Parts	XML3735130C5A0	Five-pin relay	PCS	1	62	62
43	Electric System	BUSSMANN-63FE-GL	Fuse protector 63A	Pcs	1	62	62
44	Electric System	GL-CBB65-70UF	Electric melting(aluminum shell)	Pcs	1	62	62
45	Electric System	DA1800041	Fuse protector 80A	Pcs	1	62	62
46	Electric System	660GH-315A	Fuse protector	Pcs	1	62	62
47	Electric System	BS88-100FE	Fuse protector 100A	Pcs	1	62	62
48	Electric System	GL-CBB65-80UF	Electric melting(aluminum shell)	Pcs	1	62	62
49	Lubrication or material	00230-20450	Engine coolant	L	500	62	31000
50	Lubrication or material	00320-585140-2	AMT gearbox oil	L	76	62	4712
51	Lubrication or material	00320-585140-2	Rear axle oil	L	90	62	5580
52	Lubrication or material	00340-22000	Automotive HP-R high temperature grease	Kg	2.6	62	161.2
53	Lubrication or material	00320-02000-01	Automatic Transmission Fluid (ATF)	L	7	62	434
54	Lubrication or material	00230-31340-1	Refrigerant	L	8	62	496
55	Lubrication or material	00320-585140-2	Compressor oil	L	6	62	372
56	Diesel Engine Oil			L			54331

Schedule 1 to Annex-B - Part C Spare parts package to be provided on Contract Closure

Spare parts package to be provide	
Part description	Total Quantity
Oil filter	336
Diesel Engine Oil (Liters)	252
Fuel filter	126
Water trap filter	126
Set tappet cover gaskets	126
Oil separator	126
V-belt	126
Air filter	252
Compressed air drier cartridge	126
Poly V-belt	126
Poly V-belt tensioner	17
Starter, alternator, and vehicle battery	42
Full battery pack for plug-in electric propulsion system	4
Regenerative braking system assembly	2
Slow-charger unit (minimum 50 kW)	2
Disc brake pads	126
Touch-up paint for all colors used on the vehicle (quantity	126
in liters)	126
Full windscreen assembly	2
Side window glass unit	2
Head lamp assembly, including globes (2 lamps per set)	8
Rear brake light / indicator light assembly, including	0
globes (2 assemblies per set, left and right)	8
Exterior wing mirrors (arms and mirrors, left and right	0
mirrors per set)	8
Wiper blades (2 per set)	17
Interior light globes	42
Full seat assembly	17
Back and bottom seat cushion set	42
Floor cover material (quantity in square meters)	84
Door assembly (including doors, valves, switches)	4
CD-style boarding bridge assembly	4
Interior partition wall / advertising unit	4
Wheel unit	8
Engine cooling system unit	4
Transmission system / gearbox unit	4
Air conditioning unit	4
Vehicle Logic Unit (VLU)	4
Driver Data Terminal (DDT)	4
Digital Video Recorder (DVR)	4
Door opening and closing synchronization unit	4
CCTV camera	8
Interior variable messaging display unit	4
Infotainment display unit	4
infommion dispuy unit	T

Annexure A
List of tools to be provided for 12-meter & 18-meter Vehicles

List of tools to be provided for 12-met	er & 18-mete	er Vehicle	es
Description	Quantity to be Provided per Set	Number of Sets	Total Quantity of Tools
Air chisel	1	2	2
Air drill	2	2	4
Air grinder	2	2	4
Air gauge kit – brake system	1	2	2
Air riveter	2	2	4
Alternator and starter test bench	1	2	2
Battery charger	1	2	2
Battery load tester	1	2	2
Bench grinder	2	2	4
Bench vice	2	2	4
Bottle jacks	2	2	4
CO2-welder	1	2	2
Compression tester	1	2	2
Creepers	2	2	4
Drill press	1	2	2
Electric drill	1	2	2
Electric grinder	1	2	2
Electric shear	1	2	2
Electric steel cutter	1	2	2
Extension leads	2	2	4
Floor material welder	1	2	2
Gas welder	1	2	2
Headlight tester/adjuster	1	2	2
Heavy duty socket set (multiple sizes, as required)	1	2	2
Hydrometer	2	2	4
Impact screw driver	1	2	2
Impact wrench, large size	1	2	2
Impact wrench, medium size	1	2	2
Impact wrench, small size	2	2	4
King pin press	1	2	2
Lead lights	6	2	12
Magnetic base and gauge	1	2	2
Metal sheet bender	1	2	2
Micrometer set	1	2	2
Multimeter	2	2	4
Paint heat kit	1	2	2
Polisher	1	2	2
Porta power	1	2	2
Portable arc welder	1	2	2
Portable gas welder	1	2	2

Dower inch (60 ton)	2	2	4
Power jack (60 ton)	 	_	
Refractometer – antifreeze tester	2	2	4
Sander	1	2	2
Spray gun	1	2	2
Torque wrench 0-60 Nm	1	2	2
Torque wrench 201-450 Nm	1	2	2
Torque wrench 451-800 Nm	2	2	4
Torque wrench 61-200 Nm	1	2	2
Transmission jack (1000 kg)	1	2	2
Tire hammer	1	2	2
Tire stripping and fitting kit	1	2	2
Vernier set	1	2	2
Wheel stopper blocks	6	2	12
Annexure B			
Engine Diagnostic Equipment	2	1	2
Hybrid System(including Gearbox) Diagnostic Equipment	2	1	2
System Electronics(ABS) Diagnostic Equipment	2	1	2
Air Suspension System(ECAS)	2	1	2
Wheel and Axle Alignment Diagnostic Equipment	2	1	2

Form TECH - 1 Technical Compliance to 12-Meter BRT Vehicle Specifications

The Bidder will complete the Technical Compliance table below to indicate the Bidder's adherence to the technical requirements of the BRT vehicles.

If the Bidder is proposing more than one model of 12-meter BRT vehicles through an alternative bid, then the Bidder shall complete the table below for each different product.

Product name	XML6125	

Criteria	Specification	Specifications of Vehicle proposed by the Bidder
Model year	2017 or latest	2018
Vehicle length (minimum - maximum)	11.5 - 13.0 meters	12.6 m
Vehicle width (not including mirrors)	2 540 – 2 560 mm	2 540 mm
Vehicle height (from road surface to highest point on roof) (maximum)	3.5 meters	3.3 meters
Floor height (from road surface to interior floor at doorways)	350 mm	350 mm
Ceiling height in passenger area (from interior floor to ceiling) (minimum)	2 200 mm	2 530 mm
Ceiling height in raised rear passenger area (from interior aisle floor to ceiling) (minimum)	1 850 mm	2 140 mm
Clearance at doorway (from interior floor to door header) (minimum)	1 900 mm	2 050 mm
Axle load, front axle (maximum)	7 700 kg	7 700 kg
Axle load, middle axle (maximum)	Not applicable	Not applicable
Axle load, rear-axle (maximum)	13 000 kg OEN DRAGO	13 000 kg
Steering	Driver compartment on right hand, side of vehicle for vehicle operation on left-hand side of coadway 1	Comply
Useful life of vehicle (projected)	1.2 million km or Ne years	1.2 million km or 12 years, whichever occurs first
Number of median-side passenger doorways	2	2
Number of electronic CD-style boarding bridge from median- side doors	2 (one for each door)	2
Extension distance of CD-style boarding bridges for median-side doors	200 mm	200 mm
Center-line distance between the front median-side doors	2 300 mm	2 300 mm

Center-line distance between the second and third median-side doors	Not applicable	Not applicable
Free door width per passenger door (minimum)	1 100 mm	1 120 mm
Number of curb-side passenger doorways	2	2
Number of manual pull-out boarding bridges from curb-side doors	2 (one for each door)	2
General seat configuration	2 x 2 (predominantly)	2 x 2 (predominantly)
Seat pitch (minimum)	730 mm	730 mm
Seat width (minimum)	420 mm	440 mm
Number of passenger seats (including preferential seats but excluding flip down seats and driver seat) (minimum)	28	28
Number of wheelchair bays (minimum)	1	1
Total number of flip-down seats in wheelchair bay(s) (minimum)	4	4
Length of wheelchair bay (minimum)	1 800 mm	1 800 mm
Number of seats in front women- only section (minimum)	10	10
Thickness of flooring material (minimum)	2 mm	2.5 mm
Side window height (minimum)	980 mm	1 195 mm
For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	200 mm	200 mm
For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	250 mm	235 mm
Tire width	275 mm	275 mm
Tire construction type	Radial	Radial
Distance between outside edge of tire sidewall to outside edge of vehicle body for front axle (maximum)	125 mm	120 mm
Distance between outside edge of tire sidewall to outside edge of vehicle body for middle axle (maximum)	Not applicable	版行在有限公司)S
Distance between outside edge of tire sidewall to outside edge of vehicle body for rear axle (maximum)	80 mm	65 mm
		Hanjeet

Power ratio (minimum)	11 kW per ton gross vehicle mass	Comply
Power on gradient (minimum)	Maintain 70 km/hr on 4% up grade and 40 km/hr on 8% upgrade when fully loaded	Comply. There is a contradiction between this clause and Section 2 and Clause 7.1.4 of Volume 1 – Technical Specifications for this parameter. We comply with both.
Projected maximum operating velocity (maximum)	80 km/hr	80 km/hr
Propulsion system	Diesel-electric plug-in hybrid	Diesel-electric plug-in hybrid
Distance capacity of plug-in hybrid batteries (minimum)	50 km	50 km
Energy capacity of plug-in hybrid batteries (minimum)	60 kWh	60 kWh
Size of electric motor for propulsion system (minimum)	150 kW	170 kW
Number of slower-charger units provided per bus (minimum)	One (01) charger for every two vehicles (sufficient connections for simultaneous charging of entire fleet)	Comply. One Charger will charge two buses simultaneously.
Power input of slow-charger to each bus (minimum)	50 kW	50 kW
Total number of fast-charger units to be provided	10	Comply. A total of 10 fast chargers shall be provided for the 12m + 18m bus fleet in line with Section 2 of Volume 1 – Technical Specifications.
Power input of fast-charger to each bus (minimum)	300 kW	300 kW
Internal noise standard (maximum)	80 dB	78 dB
External noise standard (maximum)	83 dB	81 dB
External noise standard when idling (maximum)	65 dB	65 dB
Turning radius, outer wheel track (maximum)	13.0 meters	12.4 meters



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Specifications (12-m BRT Vehicle)

Vehicle Type: XML6125

Overall Dimension:

L×W×H: 12,630 × 2,540 × 3,300 mm

Fuel Tank Capacity: 200 L

Max Speed: 80 km/h Seat Capacity: 28+1

SYSTEM	PART NAME	DESCRIPTION
		YC6L280-30 (EURO III), 8.4 L,
CHASSIS		Max power: 206 kW (280 hp) @ 2,200 rpm
	Engine	Max torque: 1,100 Nm @ 1,200 - 1,500 rpm
		Enhanced vertical mounted radiator with automatic electric
		cooling fans
CHASSIS	Electric Motor	Multi-mode dual motor Hybrid system
		Max power: 170 kW, Max torque: 3,755 Nm
CHASSIS	Battery	CATL, Li-ion, 60 kWh
CHASSIS	Rear axle	13,000 KG, with original KNORR disk brake
CHASSIS	Front axle	7,700 KG, with original KNORR disk brake
CHASSIS	Suspension	Electric control air suspension, 2+4, original Continental air
	- deponsion	bellows, with stabilizers and loading sensor
CHASSIS	Tire	Bridgestone, 275/70R22.5, tubeless, with spare tire
CHASSIS	Steering system	Original ZF8098 power steering, RHD
CHASSIS	Brake system	Full air brake, front disk & rear disk type
CHASSIS	ABS	WABCOABS
ODY	Floor type	Low entry
ODY	Floor mat	Anti Rust Type Citybus floor mat, anti-skid and fire retardant
ODY	Side window glass	Upper 30% sliding Window, lower 70% fixed,
ODY	Top hatch	Two top hatches, with ventilator Dimension following ECE Regulation
		Regulation
ODY	Rear clapboard after driver	Equipped, and with a driver cabin door. Prevents
	chair	passenger-driver interaction in normal conditions

DVANCED	Bus Under Structure Treatment	Covered by 3M injected Rubber
DVANCED	Anti Rust Treatment	Application of cathodic electrophoresis treatment (E-coating) on complete bus guarantees anti-corrosion property of bus body for at least 10 years
ADVANCED	Bus Construction	Monocoque Technology loverall design to ensure the bus lower fuel consumption & lower maintenance cost
ELECTRICAL EQUIPMENT	AVL	Reserve suitable wires & place as per customer's requirement
ELECTRICAL EQUIPMENT	Fire fighting system for engine compartment	Equipped
ELECTRICAL EQUIPMENT	Rear view mirror	Electric type
ELECTRICAL EQUIPMENT	A/C	36,000 kcal/h, Bock compressor
ELECTRICAL EQUIPMENT	ITS System	Comply with ITS requirements as per Section 9 of Volume 1 – Technical Specifications
ELECTRICAL EQUIPMENT	Digital clock	Equipped
ELECTRICAL EQUIPMENT	Alternator	Prestolite 150 A alternator
BODY	Color & pattern	As per Purchaser's requirement
BODY	Painting	Standard paint with E-coating
BODY	Curtain	Equipped
BODY	Sun visor for driver	Equipped
BODY	Handrail	Equipped, non - knurled type, with over hang hand rails
вору	Driver seat	Fabric covered seat, three point mounted seat belt, balloon
вору	Passenger Seat	28 city bus seats, High strength plastic, easy to clean. With one-wheel chair area and different colored priority seats as p Purchaser's request
BODY	Passenger door	4 sliding plug doors, 2 doors on the left, 2 on the right, with anti-gripping function, manual pull-out bridges equipped on curb-side doors, CD-style boarding bridges on median-side doors

Form TECH – 2 Technical Compliance to 18-Meter BRT Vehicle Specifications

The Bidder will complete the Technical Compliance table below to indicate the Bidder's adherence to the technical requirements of the BRT vehicles.

If the Bidder is proposing more than one model of 18-meter BRT vehicles through an alternative, then the Bidder shall complete the table below for each different product.

Product name	XML6185

Criteria	Specification	Specifications of Vehicle propose by the Bidder
Model year	2017 or latest	2018
Vehicle length (minimum - maximum)	17.5 - 19.0 meters	18.9 m
Vehicle width (not including mirrors)	2 540 – 2 560 mm	2 540 mm
Vehicle height (from road surface to highest point on roof) (maximum)	3.5 meters	3.45 meters
Floor height (from road surface to interior floor at doorways)	350 mm	350 mm
Ceiling height in passenger area (from interior floor to ceiling) (minimum)	2 200 mm	2 530 mm
Ceiling height in raised rear passenger area (from interior aisle floor to ceiling) (minimum)	1 850 mm	2 050 mm
Clearance at doorway (from interior floor to door header) (minimum)	1 900 mm	2 140 mm
Axle load, front axle (maximum)	7 700 kg	7 700 kg
Axle load, middle axle (maximum)	13 000 kg	13 000 kg
Axle load, rear-axle (maximum)	13 000 kg	13 000 kg
Steering	Driver compartment on right-hand side of vehicle for vehicle operation on left-hand side of roadway	Comply
Useful life of vehicle (projected)	1.2 million km or 12 years	1.2 million km or 12 years, whichever occurs first
Number of median-side passenger doorways	3	3
Number of electronic CD-style poarding bridge from medianide doors	3 (one for each door)	DEN DRAGOW
Extension distance of CD-style loarding bridges for median-side loors	200 mm	厦门金龙(5) 第66 帕阿服公司)81
Center-line distance between the cont median-side doors	2 300 mm	2300 mm
enter-line distance between the second and third median-side pors	6 000 mm	6 000 mm
ree door width per passenger oor (minimum)	1 100 mm	1 120 mm

Number of curb-side passenger doorways	0	0
Number of manual pull-out boarding bridges from curb-sid doors	e Not applicable	0
General seat configuration	2 x 2 (predominantly)	2 x 2 (predominantly)
Seat pitch (minimum)	730 mm	730 mm
Seat width (minimum)	420 mm	440 mm
Number of passenger seats (including preferential seats but excluding flip down seats and driver seat) (minimum)	48	52
Number of wheelchair bays (minimum)	2	2
Total number of flip-down seats in wheelchair bays (minimum) Length of each wheelchair bay	6	Comply. There is a contradiction between this clause and Section 2 and Clause 6.4.3 of Volume 1 – Technical Specifications for this parameter. We can provide 6 seats however we recommend 5 seats.
(minimum) Number of seats in front women-	1 300 mm	1 400 mm
only section (minimum) Thickness of flooring material	12	13
(minimum)	2 mm	2.5 mm
Side window height (minimum)	980 mm	I 195 mm
For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	200 mm	200 mm
For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum)	250 mm	235 mm
Γire width	275 mm	275 mm
ire construction type	Radial	Radial
Distance between outside edge of ire sidewall to outside edge of ehicle body for front axle maximum)	125 mm	120 mm
Distance between outside edge of re sidewall to outside edge of ehicle body for middle axle maximum)	80 mm	65 mm
naximum)	80 mm	DRAGON POST OF THE PROPERTY OF
ower ratio (minimum)	11 kW per ton gross vehicle mass	Comply
wer on gradient (minimum)	Maintain 70 km/hr on 4% up grade and 40 km/hr on 8% upgrade when fully loaded	between this clause and Section 2 and Clause 7.1.4 of Volume 1 – Technical Specifications for this
rower on gradient (minimum)	and 40 km/hr on 8% upgrade when	and Clause 7.1.4 of Volume 1 –

Projected maximum operating velocity (maximum)	80 km/hr	80 km/hr
Propulsion system	Diesel-electric plug-in hybrid	Diggal alectric relative
Distance capacity of plug-in hybrid batteries (minimum)	50 km	Diesel-electric plug-in hybrid 50 km
Energy capacity of plug-in hybrid batteries (minimum)	115 kWh	115 kWh
Size of electric motor for propulsion system (minimum)	200 kW	215 kW
Number of slower-charger units provided per bus (minimum)	One (01) charger for every two vehicles (sufficient connections for simultaneous charging of entire fleet)	Comply. One Charger will charge two buses simultaneously.
Power input of slow-charger to each bus (minimum)	50 kW	50 kW
Total number of fast-charger units to be provided	10	Comply. A total of 10 fast chargers shall be provided for the 12m + 18m bus fleet in line with Section 2 of Volume 1 – Technical
Power input of fast-charger to each bus (minimum)	300 kW	Specifications. 300 kW
Internal noise standard (maximum)	80 dB	78 dB
External noise standard (maximum)	83 dB	81 dB
External noise standard when idling (maximum)	65 dB	65 dB
Furning radius, outer wheel track maximum)	13.0 meters	12.4 meters



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Specifications (18-m BRT Vehicle)

Vehicle Type: XML6185

Overall Dimension:

L×W×H: 18,900 × 2,540 × 3,450 mm

Fuel Tank Capacity: 200 L

Max Speed: 80km/h

Passenger Capacity: 160

Seats capacity: 52+1

SYSTEM	PART NAME	DESCRIPTION
	Engine	YC6L330-30 (EURO III), 8.4L,
		Max power: 243 kW (280 hp) @ 2,200rpm
CHASSIS		Max torque: 1,280 Nm @ 1,200 - 1,400 rpm
		Enhanced vertical mounted radiator with automatic electric
		cooling fans
CHASSIS	Electric Motor	Multi-mode dual motor Hybrid system
		Max power: 215 kW, Max torque: 4,555 Nm
CHASSIS	Battery	CATL, Li-ion, 115 kWh
CHASSIS	Rear axle	13,000 kg, with original KNORR disk brake
CHASSIS	Centre axle	13,000 kg, with original KNORR disk brake
CHASSIS	Front axle	7,700 kg, with original KNORR disk brake
CHASSIS	Suspension	Electric control air suspension, 2+4+4, original Continental ai
		bellows, with stabilizers and loading sensor
CHASSIS	Tire	Bridgestone, 275/70R22.5, tubeless, with spare tire
CHASSIS	Steering system	Original ZF 8098 power steering, RHD
CHASSIS	Brake system	Full air brake, front disk & rear disk/type
CHASSIS	ABS	WABCOABS SE 厦门金龙
BODY	Floor type	Low entry (S(旅行车有限公司)
BODY	Floor mat	Anti Rust Type Citybus floor mat, anti-skid and fire retardant
BODY	Side window glass	Upper 30% sliding window, lower 70% fixed,
BODY	Top hatch	3 top hatches, with ventilator, Dimension following ECE
		Regulation A

	chair	driver Equipped, and with a driver cabin door. Prevents
		passenger-driver interaction in normal conditions
BODY	Passenger door	3 sliding plug doors in total, on the median side, with
		anti-gripping function, CD-style boarding bridges on each do
PODY	Passenger Seat	52 city bus seats, High strength plastic, easy to clean. With tw
BODY		- wheel chair area and different colored priority seats as per the
		Purchaser's request
BODY	Driver seat	Fabric covered seat, three point mounted seat belt, balloon
		driver seat
BODY	Handrail	Equipped, non - knurled type, with over hang hand rails
BODY	Sun visor for driver	Equipped
BODY	Curtain	Equipped
BODY	Painting	Standard paint with E-coating
BODY	Color & pattern	As per Purchaser's requirement
ELECTRICAL	Alternator	Prestolite 150 A alternator
EQUIPMENT		
ELECTRICAL	Digital clock	Equipped
EQUIPMENT		
ELECTRICAL	ITC C	Comply with ITS requirements as per Section 9 of Volume 1 -
EQUIPMENT	ITS System	Technical Specifications
ELECTRICAL	A/C	53,000 – 58,000 Kcal/h, Bock compressor
EQUIPMENT		Total I, Bock compressor
ELECTRICAL	Rear view mirror	Electric type
EQUIPMENT		
ELECTRICAL	Fire fighting system for	Equipped
EQUIPMENT	engine compartment	
ELECTRICAL	AVL	Reserve suitable wires & place of
EQUIPMENT		Reserve suitable wires & place as per customer's requirement
A DYLL Y CO	Bus Construction	Monocogue Teatrology open H
ADVANCED		Monocoque Technology, overall design to ensure the bus lower
	Anti Rust Treatment	fuel consumption & lower maintenance cost
ADVANCED		Application of cathodic electrophoresis treatment (E-coating)
		on complete bus guarantees anti-corrosion property of bus body
	Bus Under Structure	for more than 10 years
ADVANCED	Treatment	Covered by 3M injected Rubber







November 2017

Section 4: Weights and Dimensions				
	For any dimensions in this Technical Specification that are not set as a specific range or described as a maximum /			
minimu	m value, then the accepted t	olerance for a deviation from the given		
4.1	Axle loads	The vehicle axles must be capable of operating with the following maximum loads:	The vehicle axles must be capable of operating with the following maximum loads:	
		Front axle: 7 700 kgRear axle: 13 000 kg	 Front axle: 7 700 kg Middleaxle: 13 000 kg Rear axle: 13 000 kg 	
4.2	Overall vehicle width	The vehicles shall meet a targeted width of 2.55 meters, as measured from one exterior side to the other (excluding wing mirrors). This dimension shall be achieved within a set range of between 2.54 meters to 2.56 meters.	The vehicles shall meet a targeted width of 2.55 meters. As measured from one exterior side to the other (excluding wing mirrors). This dimension shall be achieved within a set range of between 2.54 meters to 2.56 meters.	
4.3	Floor height	The vehicles are to be low entry, allowing ease of access for the curb-side boarding. The targeted floor height, based on the distance from the road level to the floor of the vehicle at the doorways, is 350 mm. The front portion of the vehicle shall feature entry ways and aisleways at a uniform floor height of 350 mm. The rear portion of the vehicle (i.e. the portion of the vehicles after the last doorway) may be raised with steps.	The vehicles are to be low entry, allowing ease of access for the curbside boarding. The targeted floor height, based on the distance from the road level to the floor of the vehicle at the doorways, is 350 mm. The front portion of the vehicle shall feature entry ways and aisleways at a uniform floor height of 350 mm. The rear portion of the vehicle (i.e. the portion of the vehicles after the last doorway) may be raised with steps.	
4.4	Vehicle length	The vehicle length may be in the range from 11.5 meters to 13.0 meters.	The vehicle length may be in the range from 17.5 meters to 19.0 meters.	
4.5	Interior floor to ceiling	The interior clearance height (from the vehicle floor to the ceiling) for the front passenger area shall be a minimum of 2 200 mm. The interior clearance height (from the aisleway floor to the ceiling) for the raised rear passenger area shall be a minimum of 1 850 mm. At the doorways, the minimum clearance height, from the vehicle floor to the door header, shall be 1 900 mm. The Bidders are encouraged to	The interior clearance height (from the vehicle floor to the ceiling) for the front passenger area shall be a minimum of 2 200 mm. The interior clearance height (from the aisleway floor to the ceiling) for the raised rear passenger area shall be a minimum of 1 850 mm. At the doorways, the minimum clearance height, from the vehicle floor to the door header, shall be 1 900 mm. The Bidders are encouraged to	
		maximize ceiling clearance heights.	maximize ceiling clearance heights.	

Section	5: Body		
		The body shall be designed to meet	
5.1	Structure	a useful vehicle life of 12 years or 1.2 million kilometers, whichever of these two milestones arrive first. The body shall be reinforced at joints where stress concentration may occur. The vehicle shall safely withstand road shocks and other conditions found in urban services. Body paneling shall have adequate thermal and acoustic properties and shall not vibrate unduly while	The body shall be designed to meet a useful vehicle life of 12 years or 1.2 million kilometers, whichever of these two milestones arrive first. The body shall be reinforced at joints where stress concentration may occur. The vehicle shall safely withstand road shocks and other conditions found in urban services. Body paneling shall have adequate thermal and acoustic properties and shall not vibrate unduly
		the vehicle is in operation. The structure shall meet the compliance standards for the rollover test stipulated through Regulation 66 of the United Nations Economic Commission for Europe (ECE-R66).	while the vehicle is in operation. The structure shall meet the compliance standards for the rollover test stipulated through Regulation 66 of the United Nations Economic Commission for Europe (ECE-R66).
5.2	Materials and corrosion resistance	High strength corrosive-resistant material shall be used in construction of the body. Mild steel is the minimum requirement for the vehicles. The use of materials with superior strength, corrosion resistance, and overall durability is encouraged. The use of stainless steel alloys (such as 3CR-12), high-carbon steel, glass-reinforced plastic (GFRP), aluminum, and other materials should be considered, particularly for critical sections of the body and structural elements.	High strength corrosive-resistant material shall be used in construction of the body. Mild steel is the minimum requirement for the vehicles. The use of materials with superior strength, corrosion resistance, and overall durability is encouraged. The use of stainless steel alloys (such as 3CR-12), high-carbon steel, glass-reinforced plastic (GFRP), aluminum, and other materials should be considered, particularly for critical sections of the body and structural elements.
5.3	Body Shape	The bus rapid transit project represents an overall transformation of public transport for the metropolitan area. The aesthetics of the vehicles will play a significant role in transforming the public's perceptions of public transport services. The Purchaser therefore requires a body design that evokes a modern, tram-like appearance with sleek and aerodynamic curve lines. This visual effect can be achieved by: i. a rounded vehicle front with a curved windscreen (Figure 1); ii. a slanted vehicle front (Figure 2); or iii. a rounded augmented	The bus rapid transit project represents an overall transformation of public transport for the metropolitan area. The aesthetics of the vehicles will play a significant role in transforming the public's perceptions of public transport services. The Purchaser therefore requires a body design that evokes a modern, tram-like appearance with sleek and aerodynamic curve lines. This visual effect can be achieved by: i. a rounded vehicle front with a curved windscreen (Figure 4); ii. a slanted vehicle front (Figure 5); or iii. a rounded augmented body

		body piece added to the front roof-line of the vehicle (Figure 3).	piece added to the front roof- line of the vehicle (Figure 6).
		Option 1 (curved vehicle front) and option 2 (slanted vehicle front) may also include the rounded augmented body piece on the rooftop (option 3). Figures 1, 2, and 3 provide illustrations of the acceptable modern body shape options. A flat vehicle front with no rounded, aerodynamic features will mean	Option 1 (curved vehicle front) and option 2 (slanted vehicle front) may also include the rounded augmented body piece on the roof-top (option 3). Figures 4, 5, and 6 provide illustrations of the acceptable modern body shape options. A flat vehicle front with no rounded, aerodynamic features will mean that the Bidder's proposal will be considered non-responsive to the technical requirements.
		that the Bidder's proposal will be considered non-responsive to the technical requirements.	
5.4	Conduciveness to washing	The exterior and body features, including grilles and louvers, shall be shaped to allow complete and easy cleaning by an automatic vehicle washer without snagging washer brushes. Water and dirt should not be retained in or on any body feature of the vehicle after leaving the washer.	The exterior and body features, including grilles and louvers, shall be shaped to allow complete and easy cleaning by an automatic vehicle washer without snagging washer brushes. Water and dirt should not be retained in or on any body feature of the vehicle after leaving the washer.
5.5	Painting		
5.5.1	Vehicle livery	Vehicle exteriors shall be painted to the graphic design submitted by Purchaser. The general form of the livery design is given in Figure 7. The details of the final design shall be provided during the preproduction period.	Vehicle exteriors shall be painted to the graphic design submitted by Purchaser. The general form of the livery design is given in Figure 7. The details of the final design shall be provided during the pre-production period.
5.5.2	Painting of vehicle body	The painting of the vehicle shall employ modern best practice. Paints shall produce a superior finish that will support efforts to position the system as a choice option for all passengers. It is preferred that the paint materials and application procedures utilized will be as environmentally-friendly as is practically possible, including consideration of water-based paints. The paint shall be hard wearing and able to withstand the operating conditions of an urban bus. Such wear resistance shall include the ability to withstand regular machine-washing of the vehicles. The process and materials used shall be such as to allow ready repainting of minor scratches and	The painting of the vehicle shall employ modern best practice. Paints shall produce a superior finish that will support efforts to position the system as a choice option for all passengers. It is preferred that the paint materials and application procedures utilized will be as environmentally-friendly as is practically possible, including consideration of water-based paints. The paint shall be hard wearing and able to withstand the operating conditions of an urban bus. Such wear resistance shall include the ability to withstand regular machine-washing of the vehicles. The process and materials used shall be such as to allow ready repainting of minor scratches and scrapes. All primers, sealers, paint and any

		All primers, sealers, paint and any other materials used shall be compatible to assure chemical bond, adhesion, overall gloss retention, and to assure full warranty by the manufacturer. The finish coat shall be free of runs, sags, and areas of no gloss. There shall be no bare or exposed metal surfaces showing on the exterior of the vehicles. If vehicle components are to be imported and shipped via sea, then a special coating shall be applied to protect against damage from sea spray.	other materials used shall be compatible to assure chemical bond, adhesion, overall gloss retention, and to assure full warranty by the manufacturer. The finish coat shall be free of runs, sags, and areas of no gloss. There shall be no bare or exposed metal surfaces showing on the exterior of the vehicles. If vehicle components are to be imported and shipped via sea, then a special coating shall be applied to protect against damage from sea spray.
5.5.3	Undercoating	The underside of the under-frame, flooring and stepwells, wheel-housings and all exposed underfloor surfaces shall be treated with a fire-retardant coating.	The underside of the under-frame, flooring and stepwells, wheel-housings and all exposed underfloor surfaces shall be treated with a fire-retardant coating.
5.6	Doorways		
5.6.1	Number of passenger doors and dimensions	The vehicle shall have two medianside passenger doorways and two curb-side doorways. The medianside doorways shall be located between the two vehicle axles. The distance from the centerline of the first median-side door to the centerline of the second medianside door shall be 2 300 mm. The front curb-side doorway shall be located at the front of the vehicle, opposite from the driver's compartment. Each doorway will provide a minimum free width of 1 100 mm for ease of passenger entry and egress. The minimum clearance height at the doorway shall be 1 900 mm.	The vehicle shall have three medianside passenger doorways and no curbside doorways. The front two medianside doorways shall be located between the front two vehicle axles. The rear median-side doorway shall be located between the middle and rear axles. The distance from the centerline of the first median-side door to the centerline of the second median-side door shall be 2 300 mm. The distance from the centerline of the second median-side door to the centerline of the third median-side door shall be 6 000 mm. Each doorway will provide a minimum free width of 1 100 mm for ease of passenger entry and egress. The minimum clearance height at the doorway shall be 1 900 mm.
5.6.2	Door type and characteristics	Doors may be either a sliding plug door or a two-leaf swing type door, with a sliding plug door being the Purchaser's preferred option. If the Supplier is to provide a two-leaf swing type door, the door shall swing outwards rather than into the passenger area. An in-swinging two-leaf door is not allowed.	Doors may be either a sliding plug door or a two-leaf swing type door, with a sliding plug door being the Purchaser's preferred option. If the Supplier is to provide a two-leaf swing type door, the door shall swing outwards rather than into the passenger area. An in-swinging two-leaf door is not allowed.

		Doors shall be equipped with seals	Doors shall be equipped with seals so
		so as not to allow water, dust or air	as not to allow water, dust or air to
		to flow through the forward, rear,	flow through the forward, rear, or top
		or top of the door when closed.	of the door when closed.
		The lower edge of the door shall	The lower edge of the door shall have
		have a rubber weather strip.	a rubber weather strip.
		Doors shall be electro-	Doors shall be electro-pneumatically
		pneumatically operated by the	operated by the driver and shall be
		driver and shall be able to be	able to be opened or closed
		opened or closed independently or	independently or in unison with each
		in unison with each other. System	other.
		shall include an audible	System shall include an audible
		announcement that informs	announcement that informs
		passengers when the doors are	passengers when the doors are either
		either about to open or close. Door	about to open or close. Door
		movements shall also be shown by	movements shall also be shown by
		luminous indicators. The indicators	luminous indicators. The indicators
		shall show red when the door is	shall show red when the door is closed
		closed and green when the door is	and green when the door is open.
		open.	
		·	Vehicle door opening and closing shall
		Vehicle door opening and closing	be wirelessly communicated to the
		shall be wirelessly communicated	sliding doors at the station interface.
		to the sliding doors at the station	The design of the wireless
		interface. The design of the	communication and the actual
		wireless communication and the	activation of the station doors must be
		actual activation of the station	approved by the Purchaser prior to
		doors must be approved by the	installation.
		Purchaser prior to installation.	
			The following requirements must be
5 6 3	Opening / closing	The following requirements must	met:
5.6.3	mechanism	be met:	
			The activation of bus door
		The activation of bus door	opening/closing must be linked
		opening/closing must be linked	and coordinated with the station
		and coordinated with the	doors opening/closing.
		station doors opening/closing.	
			A CD-style boarding bridge will
		 A CD-style boarding bridge will 	deploy on the median-side doors.
		deploy on the median-side	The vehicle doors will begin to
		doors. The vehicle doors will	open just after the boarding
		begin to open just after the	bridges have begun to deploy.
		boarding bridges have begun to	
		deploy.	The station doors will open 0.5 to
			1.0 seconds after the vehicle doors
		■ The station doors will open 0.5	and close 0.5 to 1.0 seconds
		to 1.0 seconds after the vehicle	before the vehicle doors. This
		doors and close 0.5 to	must also be coordinated with the
		1.0 seconds before the vehicle	expansion/contraction of the
		doors. This must also be	boarding bridges. The time delay
		coordinated with the	between the opening/closing of
		expansion/contraction of the	the vehicle and station doors must
		boarding bridges. The time	be configurable and adjustable.
		delay between the	
		opening/closing of the vehicle	The wireless signal transferred
		and station doors must be	from the vehicle to the station

		configurable and adjustable.	must be via a secure
		- The wind are simple to referred	communication protocol that will
		 The wireless signal transferred from the vehicle to the station 	ensure that the station doors are only activated by valid requests.
		must be via a secure	The Supplier will work closely with
		communication protocol that	the Purchaser to provide an open
		will ensure that the station	standard door opening system
		doors are only activated by	that will be compatible with the
		valid requests. The Supplier	third-party company providing the
		will work closely with the Purchaser to provide an open	station door system.
		standard door opening system	Stations/platforms will be of
		that will be compatible with the	varying sizes with different
		third-party company providing	doorway openings. The Supplier
		the station door system.	must ensure that smaller vehicles with fewer doors only activate the
		Stations/platforms will be of	relevant and corresponding station
		varying sizes with different	doors. Station doors with no
		doorway openings. The	corresponding vehicle door must
		Supplier must ensure that	not open.
		smaller vehicles with fewer doors only activate the relevant	The actual hardware (sliding doors and
		and corresponding station	electrical system) of the station doors
		doors. Station doors with no	will be provided by the Purchaser
		corres ponding vehicle door	through a contract with another
		must not open.	company.
		The actual hardware (sliding doors,	
		receiver, and electrical system) of the station doors will be provided	
		by the Purchaser through a	
		contract with another company.	
		Doors shall not open until the	Doors shall not open until the vehicle
		vehicle comes to a stop. Doors shall	comes to a stop. Doors shall have an
		have an interlock control with	interlock control with brake and
		brake and accelerator to prevent movement of vehicle with doors in	accelerator to prevent movement of vehicle with doors in open position.
		open position. The doors shall	The doors shall function even with the
		function even with the ignition off.	ignition off.
5.6.4	Door safety and		
	emergency operation	Anti-pinch sensors shall be installed	Anti-pinch sensors shall be installed to
		to retract the door automatically if any obstruction with a width of 25	retract the door automatically if any obstruction with a width of 25 mm or
		mm or greater is caught between	greater is caught between any point of
		any point of the doorway. The anti-	the doorway. The anti-pinch system
		pinch system will prevent injury	will prevent injury due to wrists,
		due to wrists, ankles, or belongings	ankles, or belongings being caught in
		being caught in the doorway.	the doorway.
		Visual alignment indicators shall be utilized to properly align the vehicle	Visual alignment indicators shall be utilized to properly align the vehicle
		both along the length of the	both along the length of the stations
		stations as well as the distance	as well as the distance away from the
5.6.5	Alignment indicators	away from the station platform.	station platform.
		The stopping point for the vehicle	The stopping point for the vehicle
		along the length of the station	along the length of the station platform
		platform shall be demarcated by	shall be demarcated by two decaled

two decaled lines on the side driver lines on the side driver window. These window. These lines will lines will correspond to a chevron sign correspond to a chevron sign on the on the side of the station. side of the station. For the alignment of the pathway For the alignment of the pathway towards the station, decaled lines on towards the station, decaled lines the front windscreen will be matched on the front windscreen will be with a line in the roadway. The lines in matched with a line in the roadway. the windscreen will assist the driver in The lines in the windscreen will aligning to the roadway marking. assist the driver in aligning to the roadway marking. The decaled lines on the side window and the front windscreen will be made The decaled lines on the side of a durable and visible material. window and the front windscreen will be made of a durable and Figures 8 and 9 illustrate the use of the visible material. alignment markings. Figures 8 and 9 illustrate the use of The precise location of the markings the alignment markings. on the side window and windscreen will be provided by the Purchaser and The precise location of the its appointed infrastructure team. markings on the side window and windscreen will be provided by the Purchaser and its appointed infrastructure team. In addition to the use of alignment In addition to the use of alignment indicators for platform alignment, indicators for platform alignment, the the vehicles shall also have an vehicles shall also have an electronic electronic "boarding bridge" at the "boarding bridge" at the median median doorways and a manual doorways. A boarding bridge is a ramp boarding bridge at the curb-side extension that eliminates any gap doorway. A boarding bridge is a between the platform and the vehicle. ramp extension that eliminates any The boarding bridges will enable the gap between the platform and the safe boarding and alighting of disabled vehicle. The boarding bridge will persons and other vulnerable passenger groups, such as small enable the safe boarding and alighting of disabled persons and children, the elderly, parents with other vulnerable passenger groups, prams, etc. such as small children, the elderly, parents with prams, etc. For the median-side doorways, the 5.6.6 Boarding bridges boarding bridges will be automatically For the median-side doorways, the deployed at each station through an boarding bridges will be electronic mechanism. automatically deployed at each station through an electronic The boarding bridges will operate mechanism. through a "CD-styled" deployment mechanism (i.e. as a slide-out plate The boarding bridges will operate rather than a flip-down ramp). The through a "CD-styled" deployment Supplier must also provide the mechanism (i.e. as a slide-out plate software / control mechanism that ensures the safe and effective rather than a flip-down ramp). The Supplier must also provide the deployment of the boarding bridge. software / control mechanism that The system will permit the boarding ensures the safe and effective bridge, the vehicle doors, and the deployment of the boarding bridge. station doors to be actuated together The system will permit the from a single point on the driver

boarding bridge, the vehicle doors, and the station doors to be actuated together from a single point on the driver console. The boarding bridges shall be synchronized with the opening and closing of the vehicle and station doorways. The boarding bridges must be deployed just before the opening of the doorways. The boarding bridge shall also be automatically retracted as the doors close.

The median-side boarding bridges shall extend outwards for a length of approximately 200 mm. The boarding bridges shall have a safe working load of not less than 300 kilograms. The gradient of the boarding bridge's inclination shall be a maximum of 12% to ensure usability by patrons in wheelchairs.

The boarding bridges shall also be protected at points of contact with the station platform by a rubberised or similar type of material that reduces disfiguration and wear. The boarding bridges shall be bevelled at its far edge to facilitate a smooth entry for wheelchairs, prams, and bicycles.

Figure 10 illustrates the electronic CD-style boarding bridge for the median-side doorways. Figure 11 provides a schematic view of the mechanical aspects of the boarding bridge.

For the curb-side doorway, a manual pull-out boarding bridge shall be installed. The pull-out boarding bridge shall be manually opened by the driver only when there is a special needs passenger who requires the boarding bridge.

Figure 12 illustrates the manual pull-out boarding bridge for the curb-side doorway.

console. The boarding bridges shall be synchronized with the opening and closing of the vehicle and station doorways. The boarding bridges must be deployed just before the opening of the doorways. The boarding bridges shall also be automatically retracted as the doors close.

The boarding bridges shall extend outwards for a length of approximately 200 mm. The boarding bridges shall have a safe working load of not less than 300 kilograms.

The boarding bridges shall also be protected at points of contact with the station platform by a rubberised or similar type of material that reduces disfiguration and wear. The boarding bridges shall be bevelled at its far edge to facilitate a smooth entry for wheelchairs, prams, and bicycles. The gradient of the boarding bridge's inclination shall be a maximum of 12% to ensure usability by patrons in wheelchairs.

Figure 10 illustrates the electronic CDstyle boarding bridge for the medianside doorway. Figure 11 provides a schematic view of the mechanical aspects of the boarding bridge.

5.7 Windows

5.7.1	Side and rear windows	Windows shall be provided along the sides of the vehicle as well as the rear of the vehicle. The side and rear window areas shall be as large as possible to give the seated and standing passengers an unobstructed exterior view. The window unit shall be a minimum of 980 mm in height. Bidders are encouraged to providelarger panoramic-styled windows. Windows shall be of the bonded type. Windows shall not be mounted in rubber molds. All glass shall be tinted to an approximate level of 70% to 80% light transmission (i.e. glass permits approximately 70% - 80% of light to enter). Side windows shall have the look of a seamless or continuous window when viewed from exterior of the vehicle. The exterior of the windows shall withstand damage and scratching from use of vehicle wash system. This would include, but not limited to soaps, spinning brushes, as well as hand brushes. A positive lock type emergency latch shall be furnished on each emergency window frame. Both sides of the vehicle shall have a window decal describing emergency window operation procedures. The driver's side windows shall be split, sliding windows. The sliding portion shall move freely without rocking or binding. Driver windows shall be glazed with tinted laminated safety glass. Glass shall be tinted at the top third (1/3), to	Windows shall be provided along the sides of the vehicle as well as the rear of the vehicle. The side and rear window areas shall be as large as possible to give the seated and standing passengers an unobstructed exterior view. The window unit shall be a minimum of 980 mm in height. Bidders are encouraged to provide larger panoramic-styled windows. Windows shall be of the bonded type. Windows shall not be mounted in rubber molds. All glass shall be tinted to an approximate level of 70% to 80% light transmission (i.e. glass permits approximately 70% - 80% of light to enter). Side windows shall have the look of a seamless or continuous window when viewed from exterior of the vehicle. The exterior of the windows shall withstand damage and scratching from use of vehicle wash system. This would include, but not limited to soaps, spinning brushes, as well as hand brushes. A positive lock type emergency latch shall be furnished on each emergency window frame. Both sides of the vehicle shall have a window decal describing emergency window operation procedures. The driver's side windows shall be split, sliding windows. The sliding portion shall move freely without rocking or binding. Driver windows shall be glazed with tinted laminated safety glass. Glass shall be tinted at the top third (1/3), to meet safety standards.
		meet safety standards. While the vehicles will be fitted with air conditioning, there will be	While the vehicles will be fitted with air conditioning, there will be the
5.7.2	Opening of windows	the option of manually-opened vents to be used in case of air conditioning failure. However, the window vents will normally be	option of manually-opened vents to be used in case of air conditioning failure. However, the window vents will normally be locked during periods of

		locked during periods of the year when air conditioning is to be utilized. The unlocking of the windows should be controllable by the driver and should not be easily unlocked by a passenger.	the year when air conditioning is to be utilized. The unlocking of the windows should be controllable by the driver and should not be easily unlocked by a passenger.
5.7.3	Windshield and windshield wipers	The windshield shall be designed for easy replacement and maintenance. Windshields shall be angled sufficiently to reduce glare from the interior vehicle lighting. A fully adjustable sun visor shall be installed for driver's use. The installation shall preclude vibration in normal street operation. The visor shall be a full see through, mesh style with a release cord that allows the visor to return to the normal position. Two electric-operated heavy duty windshield wipers shall be furnished. The wiper motors shall be variable speed having at least a high and low speed setting with an intermittent setting. The windshield wiper system shall include a "self-parking" feature, which means the wiper returns to its base position when the wiper is disengaged. A windshield washer shall also be provided. The largest wiper blade possible for windshield design shall be used.	The windshield shall be designed for easy replacement and maintenance. Windshields shall be angled sufficiently to reduce glare from the interior vehicle lighting. A fully adjustable sun visor shall be installed for driver's use. The installation shall preclude vibration in normal street operation. The visor shall be a full see through, mesh style with a release cord that allows the visor to return to the normal position. Two electric-operated heavy duty windshield wipers shall be furnished. The wiper motors shall be furnished. The wiper motors shall be variable speed having at least a high and low speed setting with an intermittent setting. The windshield wiper system shall include a "self-parking" feature, which means the wiper returns to its base position when the wiper is disengaged. A windshield washer shall also be provided. The largest wiper blade possible for windshield design shall be used.
5.8	Exterior panels, roof gutter and bumpers		
5.8.1	Exterior panels	Exterior panels shall be sufficiently stiff to prevent vibration, drumming or flexing while the vehicle is in service.	Exterior panels shall be sufficiently stiff to prevent vibration, drumming or flexing while the vehicle is in service.
5.8.2	Roof gutter	Roof gutters shall be installed if body style does not stop water flow into or on windows, doors, and mirrors. The roof gutters will be installed over the side windows and doors, if necessary.	Roof gutters shall be installed if body style does not stop water flow into or on windows, doors, and mirrors. The roof gutters will be installed over the side windows and doors, if necessary.
5.8.3	Bumpers	No part of the vehicle shall be damaged as a result of a ten (10) kph impact at the front or rear of the vehicle. The energy absorption system of the bumper areas shall not require service or maintenance in normal operation during service life of the vehicle.	No part of the vehicle shall be damaged as a result of a ten (10) kph impact at the front or rear of the vehicle. The energy absorption system of the bumper areas shall not require service or maintenance in normal operation during service life of the vehicle.

5.9	Wing mirrors	Vehicles shall be equipped with two outside rear view mirrors, mounted on each front corner of the vehicle. The wing mirrors shall be motorized and heated. The control switches shall be mounted on the driver's control console. The mirrors shall be fully adjustable to give the driver a full view of the required area. In order to ensure that the wing mirrors will not collide with the station infrastructure during normal operation, the distance from the outside edge of the right-side wing mirror to the outside edge of the vehicle body shall not exceed 200 mm. For the left-side wing mirror, the distance from the outside edge of the wing mirror to the vehicle body shall not exceed 250 mm. In order to ensure effective driver visibility, the wing mirrors shall have a minimum width of 170 mm and a minimum height of 250 mm.	Vehicles shall be equipped with two outside rear view mirrors, mounted on each front corner of the vehicle. The wing mirrors shall be motorized and heated. The control switches shall be mounted on the driver's control console. The mirrors shall be fully adjustable to give the driver a full view of the required area. In order to ensure that the wing mirrors will not collide with the station infrastructure during normal operation, the distance from the outside edge of the right-side wing mirror to the outside edge of the vehicle body shall not exceed 200 mm. For the left-side wing mirror, the distance from the outside edge of the wing mirror to the vehicle body shall not exceed 250 mm. In order to ensure effective driver visibility, the wing mirrors shall have a minimum width of 170 mm and a minimum height of 250 mm.
5.10	External access points	and a minimum rieight of 250 mini	
5.10.1	External access doors	Access doors shall be provided, where necessary, for the easy maintenance of equipment. The access doors shall be provided with positive hold open devices and corrosion resistant latches. When engine access door is open, it shall not obstruct the rear vehicle lights. Access to the engine compartment, transmission compartment, radiator compartment, and ITS control compartment doors shall be controlled by some form of key access ("T" key style is acceptable). There shall be an access door for emergency workers to gain entry to the "Battery Disconnect" and it shall be labelled as such. This access door shall not require tools to gain access.	Access doors shall be provided, where necessary, for the easy maintenance of equipment. The access doors shall be provided with positive hold open devices and corrosion resistant latches. When engine access door is open, it shall not obstruct the rear vehicle lights. Access to the engine compartment, transmission compartment, radiator compartment, and ITS control compartment doors shall be controlled by some form of key access ("T" key style is acceptable). There shall be an access door for emergency workers to gain entry to the "Battery Disconnect" and it shall be labelled as such. This access door shall not require tools to gain access.

5.10.2	Roof escape hatch/air vents	At least one emergency roof escape hatch shall be provided in each vehicle. The hatch shall have a seal around the opening, and shall be opened by pulling the release handle. Instruction decals shall be placed on the underside of the hatch. The roof hatch may also act as a fresh air ventilator at times when the air conditioning is not in use.	At least one emergency roof escape hatch shall be provided in each vehicle. The hatch shall have a seal around the opening, and shall be opened by pulling the release handle. Instruction decals shall be placed on the underside of the hatch. The roof hatch may also act as a fresh air ventilator at times when the air conditioning is not in use.
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Section	6: Interior		
6.1	Colors, maps, and advertising		
6.1.1	Color Scheme	The color of the wall panels shall contrast with that of the surface of the floor and this contrast is to be most clearly defined at the junction of the floor to the wall. The actual colors to be utilized will be determined by the Purchaser during the pre-production period.	The color of the wall panels shall contrast with that of the surface of the floor and this contrast is to be most clearly defined at the junction of the floor to the wall. The actual colors to be utilized will be determined by the Purchaser during the pre-production period.
6.1.2	Panels and trim	The interior of the access doors shall blend in with the appearance of the vehicle interior. The interior side walls, ceiling trim panels, and sections between large side windows down to the bottom of the window openings shall consist of an aesthetically-attractive and durable material. The materials must be approved by the Purchaser during the pre-production period.	The interior of the access doors shall blend in with the appearance of the vehicle interior. The interior side walls, ceiling trim panels, and sections between large side windows down to the bottom of the window openings shall consist of an aesthetically-attractive and durable material. The materials must be approved by the Purchaser during the pre-production period.
6.1.3	System map	To provide excellence in system legibility, system network maps will be placed on all vehicles. The system maps will be provided in a large size that will be visible to the passenger area to the extent possible. The Supplier shall provide at least one location inside the vehicle for a system map.	To provide excellence in system legibility, system network maps will be placed on all vehicles. The system maps will be provided in a large size that will be visible to the passenger area to the extent possible. The Supplier shall provide at least two locations inside the vehicle for a system map.
6.1.5	Advertising	The actual provision of the maps is the responsibility of the Purchaser. In order to optimize system revenues, some discrete advertising space will be permitted inside the vehicles. The possible spaces for the advertising include the space above the windows as well as on any partition panels not utilized for the system route map. The advertising spaces will be designed to include mechanisms to hold the advertising in place. The Bidder will note the proposed locations of the advertising in the	The actual provision of the maps is the responsibility of the Purchaser. In order to optimize system revenues, some discrete advertising space will be permitted inside the vehicles. The possible spaces for the advertising include the space above the windows as well as on any partition panels not utilized for the system network map. The advertising spaces will be designed to include mechanisms to hold the advertising in place. The Bidder will note the proposed locations of the advertising in the submitted interior layout drawings of
6.2	Grab-	submitted interior layout drawings of the vehicle.	the vehicle.
	rails/stanchions/straps		
6.2.1	Grab-rails and stanchions	Full grip stanchions and grab-rails shall be provided for the safety of the standing passengers and for ingress and egress. The stanchions	Full grip stanchions and grab-rails shall be provided for the safety of the standing passengers and for ingress and egress. The stanchions and grab

		and grab rails shall be properly supported and held in place according to industry standards. Ceiling grab-rails, one on each side of vehicle aisle way, shall be even with aisle edge of the seats.	rails shall be properly supported and held in place according to industry standards. Ceiling grab-rails, one on each side of vehicle aisle way, shall be even with aisle edge of the seats.
		If relevant to the chosen interior design, a horizontal passenger assist shall be placed across the front of the vehicle in order to prevent injuries on the windshield in the event of a sudden stop.	If relevant to the chosen interior design, a horizontal passenger assist shall be placed across the front of the vehicle in order to prevent injuries on the windshield in the event of a sudden stop.
		A high-contrast color shall be used for the grab-rails and the stanchions. The color will be determined by the Purchaser during the pre-production period.	A high-contrast color shall be used for the grab-rails and the stanchions. The color will be determined by the Purchaser during the pre-production period.
		The height and number of grab handles should facilitate passenger in having comfortable standing position.	The height and number of grab handles should facilitate passenger in having comfortable standing position.
6.2.2.	Straps	Color coordinated subway straps shall be installed on grab-rails running length of vehicle. The straps shall be of a soft material such as leather and shall have a positive fastening system.	Color coordinated subway straps shall be installed on grab-rails running length of vehicle. The straps shall be of a soft material such as leather and shall have a positive fastening system.
6.3	Internal layout	Bidders shall provide drawings of the proposed interior layout of each vehicle. The chosen layout may be altered through discussions with the Purchaser, provided there are no cost implications of such alterations. An example of a possible layout is provided in figure 13.	Bidders shall provide drawings of the proposed interior layout of each vehicle. The chosen layout may be altered through discussions with the Purchaser, provided there are no cost implications of such alterations. An example of a possible layout is provided in figure 14.
6.4	Passenger seats		
6.4.1	Seating configuration	In general, seats will be oriented in a 2 x 2 configuration, with the exception of areas such as the back of the vehicle and the flip-down seats in the wheelchair bays. Since customer comfort and personal security is a principal objective, a configuration of 3 x 3 or 3 x 2 is not permitted.	In general, seats will be oriented in a 2 x 2 configuration, with the exception of areas such as the back of the vehicle and the flip-down seats in the wheelchair bays. Since customer comfort and personal security is a principal objective, a configuration of 3 x 3 or 3 x 2 is not permitted.
		For the most part, the seats will face forward. However, the flipdown seats in the wheelchair bays will be orientated to the side. It is also acceptable to include some side-facing or rear-facing seating if the configuration helps to	For the most part, the seats will face forward. However, the flip-down seats in the wheelchair bays will be orientated to the side. It is also acceptable to include some side-facing or rear-facing seating if the configuration helps to maximize the number of seats. For example, rear-

		maximize the number of seats. For example, rear-facing seating may be applied for this purpose on the rear-side of the wheel wells.	facing seating may be applied for this purpose on the rear-side of the wheel wells.
6.4.2	Seating dimensions	A minimum 730 mm leg pitch shall be provided. At preferential seats, the clear distance from the front of the seat to the rear of the next seat shall not be less than 230 mm. Where the preferential seat faces a bulkhead or partition more than 1 200 mm in height, this distance is to increase to a minimum of 300 mm.	A minimum 730 mm leg pitch shall be provided. At preferential seats, the clear distance from the front of the seat to the rear of the next seat shall not be less than 230 mm. Where the preferential seat faces a bulkhead or partition more than 1 200 mm in height, this distance is to increase to a minimum of 300 mm.
		The seat width shall be a minimum of 420 mm.	The seat width shall be a minimum of 420 mm.
6.4.3	Number of seats	A minimum of 28 seats shall be provided. This amount excludes the additional seats provided by flip-down seats in the wheelchair bays. It is expected that the wheelchair bay of 1 800 mm in length will be able to accommodate	A minimum of 48 seats shall be provided. This amount excludes the additional seats provided by flip-down seats in the wheelchair bays. It is expected that the two wheelchair bays of 1 300 mm each in length will each be able to accommodate space for at
		space for four flip-down seats. No vehicle is expected to exceed a	least a total of five flip-down seats. No vehicle is expected to exceed a
6.4.4	Standing passengers	standing passenger capacity of 5.0 passengers per square meter. However, the axleload specifications have been set to	standing passenger capacity of 5.0 passengers per square meter. However, the axleload specifications have been set to accommodate
		accommodate temporary conditions of over-crowding.	temporary conditions of over- crowding.
6.4.5	Seating materials	The base structure of the seat shall be hard, durable plastic. The passenger contact areas at the base and at the back shall be a soft padded plastic material. All materials shall be durable and easily maintained and cleaned. The color of the seat will be selected by the Purchaser during the preproduction period. The color of the seating in the women-only section of the vehicle shall be different than the color of the seating in the men's section of the vehicle. An example of the type of seating material being sought by the Purchaser is provided in figure 15. The Supplier will provide example images of the proposed options for the seat type and materials. The type, style, and color of the seating materials must be	The base structure of the seat shall be hard, durable plastic. The passenger contact areas at the base and at the back shall be a soft padded plastic material. All materials shall be durable and easily maintained and cleaned. The color of the seat will be selected by the Purchaser during the pre-production period. The color of the seating in the women-only section of the vehicle shall be different than the color of the seating in the men's section of the vehicle. An example of the type of seating material being sought by the Purchaser is provided in figure 15. The Supplier will provide example images of the proposed options for the seat type and materials. The type, style, and color of the seating materials must be approved by the Purchaser during the pre-

		the pre-production period.	
6.4.7	Hand-hold rail	All aisle passenger seats shall be equipped with a hand-hold rail at the top of the seat back-rest. A hand-hold rail at the side of the aisle seat is encouraged since it is often useful for small children.	All aisle passenger seats shall be equipped with a hand-hold rail at the top of the seat back-rest. A hand-hold rail at the sides is encouraged, since it is often useful for small children.
6.5	Specials needs seating	The vehicleshall include provisions for wheelchair-compatible open bays as well as priority seating areas for women only.	The vehicle shall include provisions for wheel chair-compatible open bays as well as priority seating areas for women only.
6.5.1	Wheelchair bays	The wheelchair bay shall be 1 800 mm in length in order to accommodate the possibility of also allowing bicycles to brought on-board vehicles in the future. The wheelchair bay will also accommodate flip-down seating that can be utilized when no wheelchair patron is using the space. The wheelchair bay is to be provided with approved independent passenger and wheelchair restraint systems including seat belts and stanchions as necessary. The equipment is to comply with ISO 10542. The wheelchair bay shall include a headrest backboard to minimize injury in case of an accident or sudden stop. The wheelchair bay shall be designed to allow the wheelchair patron to be either front-facing or rear-facing (i.e. the harness and headrest backboard system will be available at both ends of the bay). The wheelchair bay shall be designated a priority area for wheelchair patrons as well as other disabled persons and customers with prams. The wheelchair bays shall have signage indicating this prioritization. A pictogram indicating this priority will also be placed adjacent to the exterior of the doorway nearest to the wheelchair bay.	Two wheelchair bays shall be provided. One wheelchair bay shall be forward facing, and one wheelchair bay shall be rear facing. The two wheelchair bays shall face one another in a single combined space, as indicated in Figure 14. Each wheelchair bays shall be a minimum of 1 300 mm in length. Thus, together the two joined wheelchair bays shall have a total minimum length of 2 600 mm. The wheelchair bay will also accommodate flip-down seating that can be utilized when no wheelchair patron is using the space. The wheelchair bay is to be provided with approved independent passenger and wheelchair restraint systems including seat belts and stanchions as necessary. The equipment is to comply with ISO 10542. The wheelchair bay shall include a headrest backboard to minimize injury in case of an accident or sudden stop. The wheelchair bay shall be designated a priority area for wheelchair patrons as well as other disabled persons and customers with prams. The wheelchair bays shall have signage indicating this priority will also be placed adjacent to the exterior of the doorway nearest to the wheelchair bay.
6.5.2	Preferential seating area for women	The front section of the vehicle will be for women only in order to reduce incidences of harassment.	The front section of the vehicle will be for women only in order to reduce incidences of harassment. These seats

		These seats should be a different identifiable color than the seats in the men's section of the vehicle. Likewise, pictograms shall be placed on the walls of the front section of the vehicle to note that the area is only for women and disabled passengers.	should be a different identifiable color than the seats in the men's section of the vehicle. Likewise, pictograms shall be placed on the walls of the front section of the vehicle to note that the area is only for women and disabled passengers.
6.6	Articulation unit	Not applicable.	If sufficient space is available, the interior of the articulation unit will be fitted with leaning bars to allow passengers to more comfortably occupy this area.
6.7	Driver's compartment		
6.7.1	Driver's seat	The driver's seatshall include: headrest, high back, dual air lumbar, air operated side bolsters, and an automatic fore and aft slide. The driver's seatshall be upholstered in all cloth fabric. The driver's seat will be equipped with a 3-point seat belt, and a built-in maxi alarmindicating that the brake has not been applied when driver takes pressure off the seat.	The driver's seat shall include: headrest, high back, dual air lumbar, air operated side bolsters, and an automatic fore and aft slide. The driver's seat shall be upholstered in all cloth fabric. The driver's seat will be equipped with a 3-point seat belt, and a built-in maxi alarmindicating that the brake has not been applied when driver takes pressure off the seat.
6.7.2	Enclosed compartment	The driver's area shall be an enclosed compartment. Behind the driver shall be a partition wall, but the wall shall include a window to allow visibility into the passenger area. To the left-side of the driver shall be a clear upper wall and doorway to allow the driver to have full peripheral vision and to be able to communicate freely with the conductors. The doorway to the driver's compartment shall be lockable for security purposes.	The driver's area shall be an enclosed compartment. Behind the driver shall be a partition wall, but the wall shall include a window to allow visibility into the passenger area. To the left-side of the driver shall be a clear upper wall and doorway to allow the driver to have full peripheral vision and to be able to communicate freely with the conductors. The doorway to the driver's compartment shall be lockable for security purposes.
		Figure 16 provides an example of an enclosed driver's compartment.	enclosed driver's compartment.
6.7.2	Compartment ergonomics	The Supplier shall supply state of the art ergonomics engineering to the vehicle driver's environment to maximize driver comfort and ease of operation for extended periods of time. All switches and controls necessary for the operation of the vehicle, including door master, shall be	The Supplier shall supply state of the art ergonomics engineering to the vehicle driver's environment to maximize driver comfort and ease of operation for extended periods of time. All switches and controls necessary for the operation of the vehicle, including door master, shall be conveniently
		conveniently located in the driver's area and shall provide for ease of operation.	located in the driver's area and shall provide for ease of operation.

6.7.3	Interior mirrors	In addition to the presence of cameras and displays, mirrors shall be provided for the driver to observe passengers throughout the vehicle without leaving his/her seat and without shoulder movement.	In addition to the presence of cameras and displays, mirrors shall be provided for the driver to observe passengers throughout the vehicle without leaving his/her seat and without shoulder movement.
6.7.4	Signage	Signage shall be provided near the driver's compartment. This signage shall state that passengers shall not address the driver, except in emergency situations. The signage shall also state that the driver carries no cash and that any of abuse of the driver shall result in prosecution.	Signage shall be provided near the driver's compartment. This signage shall state that passengers shall not address the driver, except in emergency situations. The signage shall also state that the driver carries no cash and that any of abuse of the driver shall result in prosecution.
		The following are the various components to be found in the area of the driver's compartment: Basic toolbox fitted behind the	The following are the various components to be found in the area of the driver's compartment: Basic toolbox fitted behind the
6.7.5	Components	driver Horn ITS components (described below) Driver's sun visor on both the right and left hand windscreen Fire extinguisher placed near the driver, approved to national standards Triangle kit for roadway incidents Lockable storage holder next to driver to place personal belongings Provision of space / holders for operating license certificate and valid operational permit on dashboard or driver side window.	driver Horn ITS components (described below) Driver's sun visor on both the right and left hand windscreen Fire extinguisher placed near the driver, approved to national standards Triangle kit for roadway incidents Lockable storage holder next to driver to place personal belongings Provision of space / holders for operating license certificate and valid operational permit on dashboard or driver side window.
6.8	Floor	willdow.	willdow.
6.8.1	Floor base	The floor base shall be resistant to moisture and moisture related deterioration. The underframe shall have sufficient stiffeners to keep the flooring from excessive flexing under maximum loads.	The floor base shall be resistant to moisture and moisture related deterioration. The underframe shall have sufficient stiffeners to keep the flooring from excessive flexing under maximum loads.
6.8.2	Floor covering	The floor covering shall be both aesthetically pleasing as well as durable. The floor covering shall be capable of withstanding daily mopping / wet scrubbing. The floor covering shall be a heavyduty non-slip material with a minimum thickness of 2 mm. The walking area of the floor shall be level in each section.	The floor covering shall be both aesthetically pleasing as well as durable. The floor covering shall be capable of withstanding daily mopping / wet scrubbing. The floor covering shall be a heavyduty non-slip material with a minimum thickness of 2 mm. The walking area of the floor shall be level in each section.

		The color of the floor at the passenger doorways shall contrast with that elsewhere in the vehicle. In front of each doorway, the floor color will be a high-contrast yellow to indicate that passengers are not to block that area. Bidders shall provide samples of the floor material options being offered. The type and color of the floor covering must be approved by the Purchaser during the preproduction period.	The color of the floor at the passenger doorways shall contrast with that elsewhere in the vehicle. In front of each doorway, the floor color will be a high-contrast yellow to indicate that passengers are not to block that area. Bidders shall provide samples of the floor material options being offered. The type and color of the floor covering must be approved by the Purchaser during the pre-production period.
6.8.3	Access doors in floor	Floor inspection trap doors shall have a quick-acting coupling system to facilitate the access and maintenance of chassis components. All holes in the floor material, for mounting bolts, seams, etc., shall be caulked and sealed before sanding. Access openings in the floor shall be avoided with the exception of access for the fuel tanks sending unit and driveshaft.	Floor inspection trap doors shall have a quick-acting coupling system to facilitate the access and maintenance of chassis components. All holes in the floor material, for mounting bolts, seams, etc., shall be caulked and sealed before sanding. Access openings in the floor shall be avoided with the exception of access for the fuel tanks sending unit and drives haft.
6.8.4	Wheel housing	To the extent, any exposed wheel housings are present in the interior space: The wheel housings shall be trimmed and sealed at its mating edges. The color of the wheel housing shall compliment vehicle interior. The color will be determined by the Purchaser during pre-production. The wheel housing shall be finished on the vehicle interior to withstand scuffing, wear and abuse from passenger feet.	To the extent, any exposed wheel housings are present in the interior space: The wheel housings shall be trimmed and sealed at its mating edges. The color of the wheel housing shall compliment vehicle interior. The color will be determined by the Purchaser during pre-production. The wheel housing shall be finished on the vehicle interior to withstand scuffing, wear and abuse from passenger feet.
6.9	Partition walls	Partition walls shall be installed just to the rear of the front median doorway in order to help provide some protection between the women's and men's area of the vehicle. A partition wall shall also be installed in front of the rear curb-side doorway. A partition wall shall also be installed behind the driver; this barrier shall be transparent above 1 000 mm so that the driver has a clear view of the passenger area.	Partition walls shall be installed just to the front of the second median doorway in order to help provide some protection between the women's and men's area of the vehicle. A partition wall shall also be installed to the rear of the second wheelchair bay. The Bidder will also identify a location in the rear of the vehicle (i.e. behind the articulation unit) to place a partition wall that may be used for placement of a route map and/or advertising. A partition wall shall also be installed behind the driver; this barrier shall be

		Some of the partition walls will be fitted to accommodate a system map and/or advertising.	transparent above 1 000 mm so that the driver has a clear view of the passenger area.
		Partitions shall incorporate hand- holds that assist seated passengers in arising or steadying themselves. Adequate clearance shall be	Some of the partition walls will be fitted to accommodate a system map and/or advertising.
		provided for passenger's hand between panel and rear half of door, during complete opening and closing cycle. Material color and finish to be determined during the pre-production period.	Partitions shall incorporate hand-holds that assist seated passengers in arising or steadying themselves. Adequate clearance shall be provided for passenger's hand between panel and rear half of door, during complete opening and closing cycle. Material color and finish to be determined during the pre-production period.
	Fire and safety	The Supplier shall furnish and install a dry chemical extinguisher with hose assembly. The fire extinguishers shall be located in easily accessible locations.	The Supplier shall furnish and install a dry chemical extinguisher with hose assembly. The fire extinguishers shall be located in easily accessible locations.
6.10	equipment	The interior of the vehicle shall be fitted with the required fire and safety decals. The placement of the fire equipment and the decals shall be approved by the Purchaser during the pre-production period.	The interior of the vehicle shall be fitted with the required fire and safety decals. The placement of the fire equipment and the decals shall be approved by the Purchaser during the pre-production period.
6.11	Interior insulation	Aside from the general thermal and acoustic requirements for the body, any seat area over the engine shall be heavily insulated for both noise and heat protection with fiberglass blankets or approved equal.	Aside from the general thermal and acoustic requirements for the body, any seat area over the engine shall be heavily insulated for both noise and heat protection with fiberglass blankets or approved equal.

Section	7: Mechanical		
7.1	Engine / propulsion		
7.1	system		
7.1.1	Propulsion system	The vehicle fleet shall be based on a plug-in diesel-electric hybrid system. Electric propulsion will be generated from: i) Regenerative braking system; ii) Battery packs powered from re-charging units. In addition, the batteries may be optionally charged from the diesel engine as well.	The vehicle fleet shall be based on a plug-in diesel-electric hybrid system. Electric propulsion will be generated from: i) Regenerative braking system; ii) Battery packs powered from reharging units. In addition, the batteries may be optionally charged from the diesel engine as well.
7.1.2	Diesel engine position	The engine of diesel portion of the system shall belocated in the rear of the vehicle. Engines / propulsion systems will be separated from the passenger compartment by means of a sound, vapor and fire proof wall.	Rear engine / rear propulsion system vehicles are preferred. Engines / propulsion systems will be separated from the passenger compartment by means of a sound, vapor and fire proof wall.
7.1.3	Design Life	The propulsion system shall have a design life of at least 1 200 000 kilometers, subject to proper maintenance practices.	The propulsion system shall have a design life of at least 1 200 000 kilometers, subject to proper maintenance practices.
7.1.4	Power	The propulsion system shall provide the greater of 11 kW per ton gross vehicle mass or that required to achieve and maintain 50 km/hr on a 4% up grade and 30 km/hr on an upgrade of 8% with a full vehicle load.	The propulsion system shall provide the greater of 11 kW per ton gross vehicle mass or that required to achieve and maintain 40 km/hr on a 4% up grade and 20 km/hr on an upgrade of 8% with a full vehicle load.
7.1.5	Maximum speed	The vehicle speed shall be set to limit maximum vehicle speed to 80 km/hr.	The vehicle speed shall be set to limit maximum vehicle speed to 80 km/hr.
7.2	Fuel / energy system		
	Fuel and emission standard	The diesel-fuel portion of the hybrid propulsion system shall conform to a Euro 3 emission and fuel standard. Currently, only diesel fuel meeting	The diesel-fuel portion of the hybrid propulsion system shall conform to a Euro 3 emission and fuel standard. Currently, only diesel fuel meeting a EURO 2 emission standard is available
7.2.1		a EURO 2 emission standard is available in Pakistan. EURO 2 fuel will thus be utilized in the vehicles.	in Pakistan. EURO 2 fuel will thus be utilized in the vehicles. However, it is recognized that EURO 2
		However, it is recognized that EURO 2 compatible engines are generally being phased out of production. In addition, the BRT system would benefit from the potential future option of a cleaner emission standard. Thus, the vehicle is to be designed with a propulsion system capable of meeting a EURO 3 emission	compatible engines are generally being phased out of production. In addition, the BRT system would benefit from the potential future option of a cleaner emission standard. Thus, the vehicle is to be designed with a propulsion system capable of meeting a EURO 3 emission standard (while recognizing EURO 2 fuel will be employed in the system).

		standard (while recognizing EURO 2 fuel will be employed in the system).	
7.2.2	Fuel tank	For the diesel-fueled portion of the system, the fuel tank(s) shall be securely mounted to the vehicle to prevent movement during vehicle maneuvers, but shall be easily removed for cleaning or replacement. The tank shall have an inspection plate or removable filler neck to enhance cleaning and inspection. The tank shall be baffled internally to, prevent fuel sloshing regardless of fuel level.	For the diesel-fueled option, the fuel tank(s) shall be securely mounted to the vehicle to prevent movement during vehicle maneuvers, but shall be easily removed for cleaning or replacement. The tank shall have an inspection plate or removable filler neck to enhance cleaning and inspection. The tank shall be baffled internally to, prevent fuel sloshing regardless of fuel level.
		The diesel fuel tank shall be sized to allow at least 300 kilometers of operation prior to re-fueling.	The diesel fuel tank shall be sized to allow at least 300 kilometers of operation prior to re-fueling.
7.2.3	Filler provision	The tank filler pipeshall beso designed as to prevent back splash when the tank reaches full, as the fuel fill nozzleshuts off. It is preferred that the fuel filler be located on the left side of the vehicle.	The tank filler pipe shall be so designed as to prevent back splash when the tank reaches full, as the fuel fill nozzle shuts off. It is preferred that the fuel filler belocated on the left side of the vehicle.
7.2.4	Regenerative braking system	The vehicle shall be equipped with a regenerative braking system to capture the kinetic energy from vehicle deceleration. The energy from the regenerative braking system will be stored in the vehicle's battery bank.	The vehicle shall be equipped with a regenerative braking system to capture the kinetic energy from vehicle deceleration. The energy from the regenerative braking system will be stored in the vehicle's battery bank.
7.2.5	Battery size and range capacity	The battery portion of the plug-in diesel-electric hybrid system shall hold a charge capacity capable of delivering a minimum service range of 50 kilometers without recharging. The battery size is estimated at 60 kWh to deliver the target electric-only range.	The battery portion of the plug-in diesel-electric hybrid system shall hold a charge capacity capable of delivering a minimum service range of 50 kilometers without re-charging. The battery size is estimated at 115 kWh to deliver the target electric-only range.
7.2.6	Electric motor size	The electric motor that will provide the power for electric portion of the vehicle's propulsion system shall be at least 150 kW in size.	The electric motor that will provide the power for electric portion of the vehicle's propulsion system shall be at least 200 kW in size.
7.2.6	Battery pack replacement	As per the warranty agreement, the Supplier shall replace the battery packs on any vehicle once the capacity falls below 70% of its original capacity at full charge.	As per the warranty agreement, the Supplier shall replace the battery packs on any vehicle once the capacity falls below 70% of its original capacity at full charge.
7.2.7	Charging units	The Supplier shall provide and install both slow- and fast-charge units to re-charge the vehicle's battery packs. The battery technology employed must accommodate both slow- and	The Supplier shall provide and install both slow- and fast-charge units to recharge the vehicle's battery packs. The battery technology employed must accommodate both slow- and fast-charge power inputs without

		fast-charge power inputs without degradation to battery life.	degradation to battery life.
		Slow-charge units will be deployed at the depot sites to allow both offpeak and night-time charging of the vehicles. The slow-charge units shall produce at least 50 kW of input power. Sufficient slow-charger units shall be provided to ensure all vehicles in the fleet may be charged at the same time. The same slow-charge unit may be used to charge more than one vehicle (up to a maximum of two vehicles) at the same time, provided all vehicles receive at least 50 kW of	Slow-charge units will be deployed at the depot sites to allow both off-peak and night-time charging of the vehicles. The slow-charge units shall produce at least 50 kW of input power. Sufficient slow-charger units shall be provided to ensure all vehicles in the fleet may be charged at the same time. The same slow-charge unit may be used to charge more than one vehicle (up to a maximum of two vehicles) at the same time, provided all vehicles receive at least 50 kW of input power.
		input power. Fast-charge units will be deployed at depot and staging sites, as well as at one route end point. Fast-charge units will be deployed at each of these four sites. A total of ten (10) fast-chargers will be distributed at the four sites. The ten fast-charge units will be utilized for both the 12-meter and 18-meter vehicles. The fast-charge units shall produce at least 300 kW of input power.	Fast-charge units will be deployed at depot and staging sites, as well as at one route end point. Fast-charge units will be deployed at each of these four sites. A total of ten (10) fast-chargers will be distributed at the four sites. The ten fast-charge units will be utilized for both the 12-meter and 18-meter vehicles. The fast-charge units shall produce at least 300 kW of input power.
7.2.8	Transformers for charging units	The Purchaser shall work with the electric power company to supply the appropriate power levels to the depot facility. The Supplier shall be responsible for providing and installing any additional transformers required internally within the depot / staging facilities for the chargers.	The Purchaser shall work with the electric power company to supply the appropriate power levels to the depot facility. The Supplier shall be responsible for providing and installing any additional transformers required internally within the depot / staging facilities for the chargers.
7.3	Environmental and safety standards		
7.3.1	Emission standards	Vehicles shall conform to the national air-pollution control standards and all other local air-pollution requirements as established for the year of vehicle manufacture. Vehicles shall meet a minimum emission standard of Euro 3.	Vehicles shall conform to the national air-pollution control standards and all other local air-pollution requirements as established for the year of vehicle manufacture. Vehicles shall meet a minimum emission standard of Euro 3.
7.3.2	Noise standards	In no mode of operation shall the vehicle generate external noise levels greater than 83 dB, measured 15 meters from the centerline of the lane in which the vehicle is travelling.	In no mode of operation shall the vehicle generate external noise levels greater than 83 dB, measured 15 meters from the centerline of the lane in which the vehicle is travelling. The interior noise at any location

		The interior noise at any location greater than 300 mm from an interior window or wall and 1 200 mm from the floor shall not exceed 80 dB during any vehicle operating condition.	greater than 300 mm from an interior window or wall and 1 200 mm from the floor shall not exceed 80 dB during any vehicle operating condition.
7.3.3	Safety standards	The vehicle must meet all safety performance standards set for public transport vehicles by the National Government.	The vehicle must meet all safety performance standards set for public transport vehicles by the National Government.
7.4	Transmission	Vehicles shall be equipped with electronically controlled automatic gearboxes that are matched to the engine and other drive train components to ensure the required performance characteristics. The system gearbox shall provide smooth power transfer throughout the power range and shall not transfer any power when the gear selector is in neutral.	Vehicles shall be equipped with electronically controlled automatic gearboxes that are matched to the engine and other drivetrain components to ensure the required performance characteristics. The system gearbox shall provides mooth power transfer throughout the power range and shall not transfer any power when the gear selector is in neutral.
7.5	Drive shaft	The drive shaft shall be suited to the mass and performance requirements of the vehicles and shall have lubrication fittings provided for the universal and slip joints.	The drive shaft shall be suited to the mass and performance requirements of the vehicles and shall have lubrication fittings provided for the universal and slip joints
7.6	Axles	The vehicles shall have two axles. The vehicle should sustain a maximum axle load on the front axle of 7 700 tons. The vehicle should sustain a maximum axle load on the rear axle of 13 000 tons.	The vehicles shall have three axles. The vehicle should sustain a maximum axle load on the front axle of 7 700 tons. The vehicle should be capable of sustaining a maximum axle load on each of the middle and rear axles of 13 000 tons.
7.7	Suspension system	All vehicles shall have air suspension with electronic self-levelling control. The suspension system shall be self-adjusting with respect to any load imbalances that may occur. The basic suspension system shall last the life of the vehicle without major overhaul or replacement. All friction parts or suspension shall be equipped with replaceable	All vehicles shall have air suspension with electronic self-levelling control. The suspension system shall be selfadjusting with respect to any load imbalances that may occur. The basic suspension system shall last the life of the vehicle without major overhaul or replacement. All friction parts or suspension shall be equipped with replaceable bushings and inserts.
7.8	Steering	bushings and inserts. All vehicles shall be fitted with power steering. Steering columns shall be adjustable to accommodate driver needs. A power steering fluid reservoir that is easily accessible for checking and filling fluid level without removing any equipment shall be	All vehicles shall be fitted with power steering. Steering columns shall be adjustable to accommodate driver needs. A power steering fluid reservoir that is easily accessible for checking and filling fluid level without removing any equipment shall be provided.

		provided.	
7.9	Brakes	Vehicles are to have pneumatic anti-lock brake systems designed to ensure safe braking under normal and emergency conditions and appropriate for the operating environment. The braking system shall be balanced such that braking effort is appropriately distributed between all wheels to ensure maximum tire kilometers and equal rate of wear in front and rear break blocks. The braking system shall meet all current national and local safety standards.	Vehicles are to have pneumatic antilock brake systems designed to ensure safe braking under normal and emergency conditions and appropriate for the operating environment. The braking system shall be balanced such that braking effort is appropriately distributed between all wheels to ensure maximum tire kilometers and equal rate of wear in front and rear break blocks. The braking system shall meet all current national and local safety standards.
7.10	Tires and wheels		
7.10.1	Tires	The tires shall be capable of operational speeds up to 80 km/h with the specified axleloads. The load on any tire at full GVM shall not exceed tire supplier's rating. The tires shall have a radial ply construction. Tires shall be interchangeable between axles on the vehicle. At the stations, the vehicles will be guided into position through alignment channels. The effectiveness of the channels will depend on the relative width of the tires to the width of the channel. Thus, the tire width sizing has been set at 275 mm to ensure conformity.	The tires shall be capable of operational speeds up to 80 km/h with the specified axle loads. The load on any tire at full GVM shall not exceed tire supplier's rating. The tires shall have a radial ply construction. Tires shall be interchangeable between axles on the vehicle. At the stations, the vehicles will be guided into position through alignment channels. The effectiveness of the channels will depend on the relative width of the tires to the width of the channel. Thus, the tire width sizing has been set at 275 mm to ensure conformity.
7.10.2	Tire to body distance	The effectiveness of the vehicle-to- platformalignment is also affected by the distance from the outer edge of the tire sidewall to the outer edge of the vehicle body. Quite often the tire sidewalls are inset to the inside of the body. The maximum inset distance from the outside edge of the tire sidewall to the outside edge of the vehicle body shall be 125 mm for the front axle and 80 mm for the rear axle.	The effectiveness of the vehicle-to-platformalignment is also affected by the distance from the outer edge of the tire sidewall to the outer edge of the vehicle body. Quite often the tire sidewalls are inset to the inside of the body. The maximum inset distance from the outside edge of the tire sidewall to the outside edge of the vehicle body shall be 125 mm for the front axle and 80 mm for the middle and rear axles.

7.10.2	Wheel characteristics	All wheels on the vehicle shall be of the same size and type interchangeable between front and rear. Each shall be powder coated a color determined by the Purchaser during the pre- production period. The manufacturer shall furnish one full set of wheels, with one spare for every vehicle provided.	All wheels on the vehicle shall be of the same size and type interchangeable between front and rear. Each shall be powder coated a color determined by the Purchaser during the pre- production period. The manufacturer shall furnish one full set of wheels, with one spare for every vehicle provided.
7.10.3	Splash guards/splash aprons	Splashguards/aprons made of composition or rubberized material shall be installed on the body around the periphery of the wheel. The design of the splashguards/aprons shall preclude the accumulation of dirt.	Splashguards / aprons made of composition or rubberized material shall be installed on the body around the periphery of the wheel. The design of the splashguards / aprons shall preclude the accumulation of dirt.
7.10.4	Wheel covers	Wheel covers shall be utilized to help provide the vehicle with a sleek and modern appearance. The required type of wheel cover is provided as an example in figures 17, 18, and 19	Wheel covers shall be utilized to help provide the vehicle with a sleek and modern appearance. The required type of wheel cover is provided as an example in figures 17, 18, and 19. The wheel covers shall be designed to
		The wheel covers shall be designed to allow ease of maintenance. The color of the wheel cover will be specified by the Purchaser during the pre-production period.	allow ease of maintenance. The color of the wheel cover will be specified by the Purchaser during the pre-production period.
7.11	Turning radius and tracking	The turning radius of the vehicles is a critical parameter in determining the vehicle's ability to properly dock at stations. The minimum turning radius of the vehicles is defined through the tracking movement of the front inner and outer wheels.	The turning radius of the vehicles is a critical parameter in determining the vehicle's ability to properly dock at stations. The minimum turning radius of the vehicles is defined through the tracking movement of the front inner and outer wheels.
		The maximum turning radius for the outer wheels is specified as 13.0 meters.	The maximum turning radius for the outer wheels is specified as 13.0 meters.
7.12	Air conditioning system	The air conditioning system must be capable of maintaining an average interior temperature of between 23°C and 25°C when the ambient temperature is 45°C. The air conditioning system shall be capable of reaching the targeted interior temperature of between 23°C and 25°C within 30 minutes of vehicle operation when the ambient temperature is 45°C. The system shall continue to provide a cooling function until a cut-off	The air conditioning system must be capable of maintaining an average interior temperature of between 23°C and 25°C when the ambient temperature is 45°C. The air conditioning system shall be capable of reaching the targeted interior temperature of between 23°C and 25°C within 30 minutes of vehicle operation when the ambient temperature is 45°C. The system shall continue to provide a cooling function until a cut-off temperature of 50°C.
		temperature of 50°C.	Compliance to these temperature

		Compliance to these temperature targets will be measured at two points in the vehicle. The first location will be the second passenger row behind the driver. The second location will be the second to last passenger row at the back of the vehicle. All measurements will be taken at the height of the seat headrest. The design should be such that it minimizes electricity usage. The system's weight shall also be minimized in order to reduce impacts on axle loads and to reduce impacts on vehicle operating speeds. The system shall be designed to function for the life of the vehicle (12 years) when maintained properly.	targets will be measured at two points in the vehicle. The first location will be the second passenger row behind the driver. The second location will be the second to last passenger row at the back of the vehicle. All measurements will be taken at the height of the seat headrest. The design should be such that it minimizes electricity usage. The system's weight shall also be minimized in order to reduce impacts on axle loads and to reduce impacts on vehicle operating speeds. The system shall be designed to function for the life of the vehicle (12 years) when maintained properly.
7.13	Maintenance and servicing	The engine / propulsion system and battery packs shall be arranged so that accessibility for all routine maintenance is assured. No special tools, other than dollies and hoists shall be required to remove the power plant. The power plant shall be removable as one complete unit. The muffler, exhaust system, air cleaner, air compressor, starter, alternator, radiator, all accessories	The engine / propulsion system and battery packs shall be arranged so that accessibility for all routine maintenance is assured. No special tools, other than dollies and hoists shall be required to remove the power plant. The power plant shall be removable as one complete unit. The muffler, exhaust system, air cleaner, air compressor, starter, alternator, radiator, all accessories and
7.14	Tools, software, diagnostic equipment, and manuals	and any other component requiring service or replacement shall be easily removable and independent of the engine and transmission removal.	any other component requiring service or replacement shall be easily removable and independent of the engine and transmission removal.

7.14.1	Tools	As part of the supply contract, the Supplier shall deliver to the Purchaser the following tools: Two complete sets (for 12-meter vehicle type) of the dollies and cradles necessary for the handling of engines, transmissions and other heavy components requiring specialist handling equipment Two complete sets (for 12-meter vehicle type) of all tools required for the maintenance of the principal vehicle components.	As part of the supply contract, the Supplier shall deliver to the Purchaser the following tools: Two complete sets (for 18-meter vehicle type) of the dollies and cradles necessary for the handling of engines, transmissions and other heavy components requiring specialist handling equipment. Two complete sets (for 18-meter vehicle type) of all tools required for the maintenance of the principal vehicle components.
7.14.2	Diagnostic equipment and software	The Supplier shall provide 2 sets of diagnostic equipment and software that permits status evaluation of the critical vehicle components. This equipment and software shall indicate the status of the specified equipment and shall be accompanied by clear information on any required remedial actions. The diagnostic equipment shall provide information on the following vehicle components: Engine unit Battery packs Gearbox System electronics. In addition, the Supplier shall provide and install at each of the depot facilities the equipment required to conduct analysis of the air suspension system. The Supplier shall also provide and install the specialized equipment to conduct wheel and axle alignment as well as to measure the precision of such alignment. The Supplier shall inform the Purchaser of the amount of depot space required for the wheel and axle alignment equipment.	The Supplier shall provide 2 sets of diagnostic equipment and software that permits status evaluation of the critical vehicle components. This equipment and software shall indicate the status of the specified equipment and shall be accompanied by clear information on any required remedial actions. The diagnostic equipment shall provide information on the following vehicle components: Engine unit Battery packs Gearbox System electronics. In addition, the Supplier shall provide and install at each of the depot facilities the equipment required to conduct analysis of the air suspension system. The Supplier shall also provide and install the specialized equipment to conduct wheel and axle alignment as well as to measure the precision of such alignment. The Supplier shall inform the Purchaser of the amount of depot space required for the wheel and axle alignment equipment.
7.14.3	Guidance and instruction manuals	The Supplier shall provide a complete set of vehicle guidance and instructional manuals. These manuals shall as a minimum cover the following topics: • Description of all parts and	The Supplier shall provide a complete set of vehicle guidance and instructional manuals. These manuals shall as a minimum cover the following topics: • Description of all parts and

		components, including instructions for assembly and disassembly Description of maintenance and diagnostic procedures Troubleshooting recommendations and procedures Supplier contact details for emergencies, maintenance support, and parts procurement The manuals shall be provided in correct and proper English. At least six (6) color printed copies shall be provided. At least four (4) digital copies on a DVD medium shall also be provided.	components, including instructions for assembly and disassembly Description of maintenance and diagnostic procedures Troubleshooting recommendations and procedures Supplier contact details for emergencies, maintenance support, and parts procurement The manuals shall be provided in correct and proper English. At least six (6) color printed copies shall be provided. At least four (4) digital copies on a DVD medium shall also be provided.
7.15	Performance documentation	The Supplier shall furnish the following performance graphs as part of the bid documentation: • Engine Speed vs. Road Speed • Horsepower vs. Engine Speed • Specific Fuel Consumption Chart (for diesel-fuel operation) • Electricity Consumption Chart (for electric operation) • Vehicle Speed vs. Grade (both loaded and unloaded)	The Supplier shall furnish the following performance graphs as part of the bid documentation: Engine Speed vs. Road Speed Horsepower vs. Engine Speed Specific Fuel Consumption Chart (for diesel-fuel operation) Electricity Consumption Chart (for electric operation) Vehicle Speed vs. Grade (both loaded and unloaded)

Section	8: Electrical		
8.1	Internal lighting		
		Energy-efficient lighting shall be installed in the cover area on both sides and along the total length of the vehicle and shall not encroach on the minimum interior headroom.	Energy-efficient lighting shall be installed in the cover area on both sides and along the total length of the vehicle and shall not encroach on the minimum interior headroom.
8.1.1	Passenger area	The lenses shall be made of polycarbonate material and be sealed to prevent the entrance of dust and insects but shall be easily opened for cleaning and service of ballast and lamp.	The lenses shall be made of polycarbonate material and be sealed to prevent the entrance of dust and insects but shall be easily opened for cleaning and service of ballast and lamp.
8.1.2	Driver's compartment	A driver's compartment lamp, with a full-range dimmer, shall be mounted to illuminate the entire driver's area.	A driver's compartment lamp, with a full-range dimmer, shall be mounted to illuminate the entire driver's area.
		All door threshold areas shall be adequately illuminated with Light-Emitting Diode (LED) type lights activated only when the door is open. The lights shall be shielded to	All door threshold areas shall be adequately illuminated with Light-Emitting Diode (LED) type lights activated only when the door is open. The lights shall be shielded to prevent
8.1.3	Interior door lighting	prevent light from directly shining into passenger or driver's eyes. Light fixtures shall be totally enclosed, splash proof, designed to provide ease of cleaning as well as lamp and housing removal and shall not be easily removable by passengers.	light from directly shining into passenger or driver's eyes. Light fixtures shall be totally enclosed, splash proof, designed to provide ease of cleaning as well as lamp and housing removal and shall not be easily removable by passengers.
8.2	Exterior lighting		
8.2.1	Headlamps	The headlamps shall utilize halogen technology. The headlamps shall have a sealed beam unit.	The headlamps shall utilize halogen technology. The headlamps shall have a sealed beam unit.
8.2.2	Exterior door lighting	An exterior white LED lightshall be provided at each door to adequately illuminate the outside area when the doors open.	An exterior white LED light shall be provided at each door to adequately illuminate the outside area when the doors open.
8.2.3	Indicator lights, reversing lights, marker lights and reflectors	The indicator lights, reversing lights, marker lights, and reflectors shall have the following characteristics: LED lights shall be preferred where appropriate. Direction indicator lights shall be visible from front, rear and sides of the vehicle, with additional side units fitted if necessary. The vehicle shall be fitted with reversing lights, which shall	The indicator lights, reversing lights, marker lights, and reflectors shall have the following characteristics: LED lights shall be preferred where appropriate. Direction indicator lights shall be visible from front, rear and sides of the vehicle, with additional side units fitted if necessary. The vehicle shall be fitted with reversing lights, which shall also engage an audible reversing signal, clearly audible in the vicinity of the

		also engage an audible reversing signal, clearly audible in the vicinity of the vehicle with the engine running. Marker lights shall be installed, one on each upper corner of the body. Reflectors at the front, rear and on the each side of the vehicle shall be provided. Reflectors shall be installed on both sides of the vehicle.	vehicle with the engine running. Marker lights shall be installed, one on each upper corner of the body. Reflectors at the front, rear and on the each side of the vehicle shall be provided. Reflectors shall be installed on both sides of the vehicle.
8.3	Battery and battery compartment		
8.3.1	Battery	Battery and starter cable shall be properly bracketed, sized and fastened to carry the maximum loads that may be encountered.	Battery and starter cable shall be properly bracketed, sized and fastened to carry the maximum loads that may be encountered.
8.3.2	Master battery switch	A master battery switch shall be provided near the batteries in the battery compartment, mounted to prevent corrosion, for complete disconnection of the electrical system.	A master battery switch shall be provided near the batteries in the battery compartment, mounted to prevent corrosion, for complete disconnection of the electrical system.
		The master switch shall be capable of carrying and interrupting the total circuit load.	The master switch shall be capable of carrying and interrupting the total circuit load.
8.3.3	Battery compartment	The battery compartment shall be vented and protected to prevent corrosive gases from causing damage and dirt build-up within the compartment.	The battery compartment shall be vented and protected to prevent corrosive gases from causing damage and dirt build-up within the compartment.
8.4	Wiring and cabling	The wiring and cabling on the vehicle shall be color-coded for ease of repair and maintenance as well as safety.	The wiring and cabling on the vehicle shall be color-coded for ease of repair and maintenance as well as safety.
8.5	Stop request system	The vehicle shall be fitted with a stop request system to allow passengers to request for the vehicles to stop at the next station. This feature shall be utilized on the system's off-corridor routes. Stop-request buttons shall be provided on the hand-hold bars on both sides of the vehicles. The placement of the stop-request buttons shall be such that no passenger is more than 1.2 meters away from a button. An indicator light showing the deployment of the stop request will be visible both in the passenger area and in the driver's compartment. The deployment of	No stop request system will be utilized with the 18-meter vehicles. These vehicles only operate on the busway corridor.

	the stop request button will also be	
	accompanied by a chime noise.	

Section 9: Intelligent Transportation System (ITS) The Purchaser is specifying vehicles The Purchaser is specifying vehicles that will avail upon ITS applications that will avail upon ITS applications to to improve the passenger improve the passenger experience as experience as well as permit better well as permit better management of management of the vehicle fleet the vehicle fleet and the control of the and the control of the system. system. An overview of the vehicle ITS An overview of the vehicle ITS system system is provided in Figure 20. is provided in Figure 20. The ITS equipment will mostly The ITS equipment will mostly consist consist of components that will be of components that will be procured procured and installed by the and installed by the Supplier. There Supplier. There will be two ITS will be two ITS components that will components that will be separately be separately procured by an agent of procured by an agent of the the Purchaser (through the Fare Purchaser (through the Fare System / ITS Company). These System / ITS Company). These components are the: i) Automatic components are the: i) Automatic Vehicle Location (AVL) system; and ii) Vehicle Location (AVL) system; and, UHF/VHF communications system. ii) UHF/VHF communications The ITS equipment to be procured by system. the Supplier includes: The ITS equipment to be procured by the Supplier includes: Vehicle performance monitoring Vehicle performance Vehicle weight monitoring Vehicle Logic Unit (VLU) Overview of ITS system 9.1 Vehicle weight Communications unit Vehicle Logic Unit (VLU) Driver Data Terminal (DDT) Communications unit Digital Video Recorder (DVR) Driver Data Terminal Vehicle WiFi system (DDT) External variable messaging Digital Video Recorder display (DVR) Internal variable messaging Vehicle WiFi system display External variable Internal infotainment display messaging display Audio system Door and boarding bridge Internal variable opening / door messaging display Internal infotainment synchronization unit display Driver display unit and on-Audio system board CCTV cameras. Door and boarding bridge Driver panic alarm opening / door **USB** ports synchronization unit Traffic signal priority equipment (space provision Driver display unit and onboard CCTV cameras. for future addition only). Driver panic alarm **USB** ports The ITS equipment that will be Traffic signal priority provided to the Supplier by agents of equipment (space the Purchaser and then to be fitted provision for future and installed by the Supplier is the addition only). Automatic Vehicle Location (AVL) system and the UHF/VHF communications system. The Supplier The ITS equipment that will be

provided to the Supplier by agents of the Purchaser and then to be fitted and installed by the Supplier is the Automatic Vehicle Location (AVL) system and the UHF/VHF communications sytem. The Supplier should NOT price the procurement of the the AVL units and the UHF/VHF system. However, the Supplier must leave the appropriate space on the driver console for the installation of the AVL units and the UHF/VHF system. Vehicle performance monitoring is an essential element for effective fleet management and driver control. The Supplier will monitor

should NOT price the procurement of the AVL units and the UHF/VHF system. However, the Supplier must leave the appropriate space on the driver console for the installation of the AVL units and the UHF/VHF system.

and record the most pertinent performance statistics of the major mechanical and electrical components.

It is essential that all the vehicles are equipped with performance monitoring that will provide information of, at least, the following:

- Speed (wheel based and Tachometer based)
- Fuel used and fuel levels
- Engine speed (revolutions) and engine hours
- Vehicle distance
- Tachograph performance
- Handling information
- Engine / propulsion system coolant temperature
- Ambient air temperature
- Status of doors and boarding bridges
- Time/date
- Brake pressures
- Parking brake status
- Gears and alternator status
- Direction indicators
- Vehicle weight.

Data outputs from the monitoring equipment shall be recorded onto the Vehicle Logic Unit (VLU) for later compilation and analysis. The Supplier shall confirm the required interfaces and applicable standards during the final design approval process.

Vehicle performance monitoring is an essential element for effective fleet management and driver control. The Supplier will monitor and record the most pertinent performance statistics of the major mechanical and electrical components.

It is essential that all the vehicles are equipped with performance monitoring that will provide information of, at least, the following:

- Speed (wheel based and Tachometer based)
- Fuel used and fuel levels
- Engine speed (revolutions) and engine hours
- Vehicle distance
- Tachograph performance
- Handling information
- Engine coolant temperature
- Ambient air temperature
- Status of doors and boarding bridges
- Time/date
- Brake pressures
- Parking brake status
- Gears and alternator status
- Direction indicators
- Vehicle weight.

Data outputs from the monitoring equipment shall be recorded onto the Vehicle Logic Unit (VLU) for later compilation and analysis. The Supplier shall confirm the required interfaces and applicable standards during the final design approval process.

The monitoring system must comply with an open interface standard for information exchange typically used for Fleet Management Systems (FMS).

monitoring

9.2

Vehicle performance

		The monitoring system must comply with an open interface standard for information exchange typically used for Fleet Management Systems (FMS). For these purposes the system must comply with Bus-FMS-Standards (www.bus-fms-standard.com). The Supplier shall provide a detailed interface specification for this interface. The monitoring system shall be able to interface with the AVL unit provided and integrated by an agent of the Purchaser.	For these purposes the system must comply with Bus-FMS-Standards (www.bus-fms-standard.com). The Supplier shall provide a detailed interface specification for this interface. The monitoring system shall be able to interface with the AVL unit provided and integrated by an agent of the Purchaser.
9.3	Vehicle weight	The Supplier shall measure and record the vehicle weight at different points of time. The data recorded will include the total weight of the vehicle. Preferably, this data will also include the distribution of the weight, and in particular, will include measurement of the axle loads. There will be at least two general uses for the data collected. First, this data shall be correlated to GPS position to estimate the number of passengers on board the vehicle at different segments of the route. The weight values shall thus be used to estimate the number of passengers boarding and alighting	The Supplier shall measure and record the vehicle weight at different points of time. The data recorded will include the total weight of the vehicle. Preferably, this data will also include the distribution of the weight, and in particular, will include measurement of the axle loads. There will be at least two general uses for the data collected. First, this data shall be correlated to GPS position to estimate the number of passengers on board the vehicle at different segments of the route. The weight values shall thus be used to estimate the number of passengers boarding and alighting at each station. Second,
		at each station. Second, the axle load data will help ensure compliance to the legal load-carrying limits of the vehicle. Data from the vehicle weight device shall be recorded onto the Vehicle Logic Unit (VLU) and made available through the Bus-FMS interface.	the axleload data will help ensure compliance to the legal load-carrying limits of the vehicle. Data from the vehicle weight device shall be recorded onto the Vehicle Logic Unit (VLU) and made available through the Bus-FMS interface.
9.4	Vehicle Logit Unit (VLU)	The VLU is the core computer server for most of the data and ITS functions on-board the vehicle. The VLU shall be placed in a location that allows effective connectivity to the various ITS components. The location shall also ensure that the VLU is physically well-protected. The VLU must be compatible to function with both the equipment.	The VLU is the core computer server for most of the data and ITS functions on-board the vehicle. The VLU shall be placed in a location that allows effective connectivity to the various ITS components. The location shall also ensure that the VLU is physically well-protected. The VLU must be compatible to function with both the equipment in this specification as well as the ITS.
		function with both the equipment in this specification as well as the ITS components procured by a	this specification as well as the ITS components procured by a third-party entity. The Supplier must work closely

third-party entity. The Supplier with the third-party Fare System / ITS must work closely with the third-Company to ensure compatibility. party Fare System / ITS Company to ensure compatibility. The Supplier shall provide a description of the technical The Supplier shall provide a specifications (hardware, interfaces, description of the technical and operating system) of the VLU and specifications (hardware, interface specifications allowing the interfaces, and operating system) integration of the unit with: of the VLU and interface Vehicle performance specifications allowing the monitoring integration of the unit with: Communications unit Vehicle performance GPS positioning data monitoring Digital Video Recorder Communications unit External variable messaging GPS positioning data display Digital Video Recorder Internal variable messaging External variable messaging display Internal infotainment display Internal variable Audio system messaging display Panic alarm. Internal infotainment display Audio system Panic alarm. The Communications Unit will The Communications Unit will control control the flow of communications the flow of communications and and information between the information between the vehicle and vehicle and the control center. This the control center. This includes both includes both real-time data real-time data exchange as well as exchange as well as stored stored information for later downloads information for later downloads at at the depots. the depots. The communication system will also The communication system will permit verbal communications also permit verbal communications between the driver and the control between the driver and the control center. The verbal communications center. The verbal communications system will be designed so that the system will be designed so that the driver may communicate hands-free of 9.5 **Communications Unit** driver may communicate handsthe device, but still capable of hearing free of the device, but still capable vehicle cabin sound. of hearing vehicle cabin sound. The Communications Unit is comprised The Communications Unit is of a router and all antennae required for mobile (GSM/GPRS/LTE/3G/4G) comprised of a router and all antennae required for mobile connectivity, WiFi connectivity, and GPS positioning. A separate cable (GSM/GPRS/LTE/3G/4G) connectivity, WiFi connectivity, and between the GPS antenna and the VLU GPS positioning. A separate cable shall be included. between the GPS antenna and the VIU shall be included. The Communications Unit will provide connectivity through 3G and 4G The Communications Unit will mobile networks. The Communications Unit will provide at provide connectivity through 3G

		and 4G mobile networks. The Communications Unit will provide at least two slots for different SIM cards, and thus enabling the option of multiple simultaneous 3G/4G connections. Due to concerns regarding the reliability of the existing 3G and 4G mobile networks, the provision of communications via UHF/VHF radio bandwidths will be provided by the Purchaser and the Fare System / ITS Company. The Supplier will thus work with the Purchaser and the Fare System / ITS Company to ensure the physical integration of the UHF/VHF system within the driver dashboard console. The Fare System / ITS Company will be responsible for procuring the UHF/VHF system. Thus, the Supplier shall not price the UHF/VHF system. The Communication Unit may also provide the passenger WiFi system. Alternatively, the passenger WiFi could also be provided through a separate receiver and router (see 9.8 below).	least two slots for different SIM cards, and thus enabling the option of multiple simultaneous 3G/4G connections. Due to concerns regarding the reliability of the existing 3G and 4G mobile networks, the provision of communications via UHF/VHF radio bandwidths will be provided by the Purchaser and the Fare System / ITS Company. The Supplier will thus work with the Purchaser and the Fare System / ITS Company to ensure the physical integration of the UHF/VHF system within the driver dashboard console. The Fare System / ITS Company will be responsible for procuring the UHF/VHF system. Thus, the Supplier shall not price the UHF/VHF system. The Communication Unit may also provide the passenger WiFi system. Alternatively, the passenger WiFi could also be provided through a separate receiver and router (see 9.8 below).
9.6	Driver Data Terminal (DDT)	The Driver Data Terminal (DDT) is a computing device that enables the driver to visually understand vehicle performance and parameters. The device shall be equipped with a color LCD touchscreen display designed for operation in a public transport environment and shall be managed and controlled by the VLU.	The Driver Data Terminal (DDT) is a computing device that enables the driver to visually understand vehicle performance and parameters. The device shall be equipped with a color LCD touchscreen display designed for operation in a public transport environment and shall be managed and controlled by the VLU.
9.7	Digital Video Recorder (DVR)	All CCTV footage shall be recorded onboard by the Digital Video Recorder (DVR). The DVR shall be connected to the VLU for management purposes. Video footage on the DVR will be downloadable at the depot if required. DVR must have capability to store recording for two days.	All CCTV footage shall be recorded onboard by the Digital Video Recorder (DVR). The DVR shall be connected to the VLU for management purposes. Video footage on the DVR will be downloadable at the depot if required. DVR must have capability to store recording for two days.

		The vehicle shall provide free Wi-Fi to passengers.	
9.8	Vehicle Wi-Fi	The Supplier will procure and install the vehicle WiFi system. This system must also be entirely compatible and inter-operable with the WiFi service offered on the station platforms. The station WiFi service will be supplied by the separate Fare System / ITS Company. During the preproduction and production period, the Supplier shall communicate closely with the Purchaser and Fare System / ITS Company to ensure full compatibility and interoperability between the vehicle and station WiFi systems. The Wi-Fi equipment will include a 4G receiver and router. The minimum download speed for the Wi-Fi system within the vehicle shall be at least 3.0 megabits per second (Mbps). The Supplier will be responsible for fitting and installing the WiFi receiver and router into the vehicle. The fitting of the equipment will be provided in a manner to ensure WiFi connectivity in all passenger sections of the vehicle. The Supplier will provide all necessary wiring and cabling for the system. The passenger WiFi may also be provided by a receiver and router integrated with the vehicle Communication Unit (see 9.5 above).	The vehicle shall provide free Wi-Fi to passengers. The Supplier will procure and install the vehicle WiFi system. This system must also be entirely compatible and inter-operable with the WiFi service offered on the station platforms. The station WiFi service will be supplied by the separate Fare System / ITS Company. During the pre-production and production period, the Supplier shall communicate closely with the Purchaser and Fare System / ITS Company to ensure full compatibility and inter-operability between the vehicle and station WiFi systems. The Wi-Fi equipment will include a 4G receiver and router. The minimum download speed for the Wi-Fi system within the vehicle shall be at least 3.0 megabits per second (Mbps). The Supplier will be responsible for fitting and installing the WiFi receiver and router into the vehicle. The fitting of the equipment will be provided in a manner to ensure WiFi connectivity in all passenger sections of the vehicle. The Supplier will provide all necessary wiring and cabling for the system. The passenger WiFi may also be provided by a receiver and router integrated with the vehicle Communication Unit (see 9.5 above).
9.9	External variable messaging display	An external variable messaging display shall be provided on the top front of the vehicle. The external variable messaging display will indicate three possible types of information: 1.) Route destination; 2.) Name of route; and 3.) Emergency messages. The external display shall utilize high brightness, wide viewing angle, amber LED technology. LED brightness shall be controlled by photocells installed as part of the	An external variable messaging display shall be provided on the top front of the vehicle. The external variable messaging display will indicate three possible types of information: 1.) Route destination; 2.) Name of route; and 3.) Emergency messages. The external display shall utilize high brightness, wide viewing angle, amber LED technology. LED brightness shall be controlled by photocells installed as part of the sign.

sign.

The controller shall communicate with the on-vehicle VLU. It shall also be possible to override messages directly from the control center under emergency conditions.

The display shall be capable of showing upper and lower case characters with proportional fonts. The displaying shall be capable of showing double stroke width (bold) fonts. The front face of the display shall be designed to minimize glare.

The display shall have the functionality to display messages in the following modes, set through configuration data:

- A single, non-scrolling or changing message
- A right to left scrolling message
- An alternating (between two states) message.

The LEDs shall have a minimum service life of 80 000 hours in their installed configuration. The system shall be designed for continuous operation without the need to manually "reboot" computers or devices. Visible messages shall begin playing within one (1) second of being triggered.

External variable message sign shall be capable of displaying the message in Urdu and English.

The controller shall communicate with the on-vehicle VLU. It shall also be possible to override messages directly from the control center under emergency conditions.

The display shall be capable of showing upper and lower case characters with proportional fonts. The display shall be capable of showing double stroke width (bold) fonts. The front face of the display shall be designed to minimize glare.

The display shall have the functionality to display messages in the following modes, set through configuration data:

- A single, non-scrolling or changing message
- A right to left scrolling message
- An alternating (between two states) message.

The LEDs shall have a minimum service life of 80 000 hours in their installed configuration. The system shall be designed for continuous operation without the need to manually "reboot" computers or devices. Visible messages shall begin playing within one (1) second of being triggered.

External variable message sign shall be capable of displaying the message in Urdu and English.

9.10 Internal variable messaging display

An internal variable messaging display shall be provided in the front portion of the vehicle. The display will provide the following types of information:

- Name of next station
- Route name and route map
- Route destination
- Time.

The onboard displays shall utilize high brightness, wide viewing angle, liquid crystal display (LCD) technology. The display will be readable for a distance of up to 8

Two internal variable messaging displays shall be provided, one for the front portion and one for the rear portion of the vehicle. The displays will provide the following types of information:

- Name of next station
- Route name and route map
- Route destination
- Time.

The onboard displays shall utilize high brightness, wide viewing angle, liquid crystal display (LCD) technology. The display will be readable for a distance

		meters. Messages on the displays shall be legible during any time of day and from any designated passenger position on the bus. The proposed location of the display will be noted in the tenderer's vehicle layout drawing. During the pre-production stage, the Purchaser will specify the font type, color of the background, color of the lettering, and the use of any	of up to 8 meters. Messages on the displays shall be legible during any time of day and from any designated passenger position on the bus. The proposed location of the displays will be noted in the tenderer's vehicle layout drawing. During the pre-production stage, the Purchaser will specify the font type, color of the background, color of the lettering, and the use of any branding
		branding on the display. The display will interface with and be controlled by a Vehicle Logic Unit. Internal variable message sign shall be capable of displaying the	on the displays. The displays will interface with and be controlled by a Vehicle Logic Unit. Internal variable message sign shall be capable of displaying the message in Urdu and English.
		message in Urdu and English. Two infotainment displays shall be provided inside the vehicle. The infotainment displays will show full color video entertainment, news, public service announcements, and advertisements.	Three infotainment displays shall be provided inside the vehicle. The infotainment displays will show full color video entertainment, news, public service announcements, and advertisements.
9.11	Internal infotainment display	The display will be placed to be viewable for most passengers. The displays shall utilize high brightness, wide viewing angle, LCD technology. The display resolution shall be at least 1280 x 720. The displays will be enclosed in a tamperproof casing with toughened glass. The surface of the display shall be coated with an anti-glare layer to enable viewing during any time of the day.	The displays will be placed to be viewable for most passengers. The displays shall utilize high brightness, wide viewing angle, LCD technology. The display resolution shall be at least 1280 x 720. The displays will be enclosed in a tamperproof casing with toughened glass. The surface of the displays shall be coated with an anti-glare layer to enable viewing during any time of the day.
		Content for the infotainment display will be stored and connected via the VLU. Standard video signal input ports will be provided.	Content for the infotainment displays will be stored and connected via the VLU. Standard video signal input ports will be provided.
		The audio system shall be capable of both digital audio messages programmed into the Vehicle Logical Unit (VLU) as well as public address messages from the driver.	The audio system shall be capable of both digital audio messages programmed into the Vehicle Logical Unit (VLU) as well as public address messages from the driver.
9.12	Audio system	The audio system will be programmable in relation to the vehicle position in order to automatically deliver specific station information. Upon arriving at a station, the digitally-recorded	The audiosystem will be programmable in relation to the vehicle position in order to automatically deliver specific station information. Upon arriving at a station, the digitally-recorded message will

message will announce the station announce the station name as well as name as well as the name of the name of possible transfer routes. possible transfer routes. A digital A digital announcement will also be announcement will also be made made noting that the doors are noting that the doors are opening. opening. Upon departing a station, a Upon departing a station, a digitally-recorded message will note digitally-recorded message will the doors are closing. The digital note the doors are closing. The announcement will then note the digital announcement will then route name, final destination, and the next station. note the route name, final destination, and the next station. Messages from the driver on the Messages from the driver on the public address system will only occur public address system will only to announce special messages or occur to announce special situations, such as reasons for delays messages or situations, such as or emergency instructions. The digital recording of the messages will be the reasons for delays or emergency responsibility of the Purchaser. instructions. The digital recording of the messages will be the responsibility of the Purchaser. The volume of the announcements shall be adjustable to a standard level The volume of the announcements through configuration data. The shall be adjustable to a standard system shall include an automatic gain level through configuration data. control to automatically and The system shall include an independently adjust interior and automatic gain control to exterior volumes depending on automatically and independently interior and exterior ambient noise adjust interior and exterior levels. volumes depending on interior and exterior ambient noise levels. The audio system will be controlled by the VLU and the input ports must therefore be able to interface with the The audio system will be controlled by the VLU and the input ports VLU. must therefore be able to interface with the VLU. The opening and closing of the The opening and closing of the vehicle's median (right-side) door

Door opening and 9.13 synchronization unit

shall be synchronized with the opening and closing of the station door as well as the operation of the CD-style boarding bridge. A single switch/button on the driver console will actuate all three of the boarding/alighting components: i) boarding bridge; ii) vehicle door; and, iii) station door. The boarding bridge shall deploy shortly before the doors open.

The sliding door on the station side will be supplied by an agent of the Purchaser (through the Infrastructure Civil Works company). The Supplier shall provide all the necessary information to ensure the Infrastructure Civil Works company

vehicle's median (right-side) doors shall be synchronized with the opening and closing of the station doors as well as the operation of the CD-style boarding bridge. A single switch/button on the driver console will actuate all three of the boarding/alighting components: i) boarding bridge; ii) vehicle door; and, iii) station door. The boarding bridge shall deploy shortly before the doors open.

The sliding door on the station side will be supplied by an agent of the Purchaser (through the Infrastructure Civil Works company). The Supplier shall provide all the necessary information to ensure the Infrastructure Civil Works company procures the appropriate sliding door

		procures the appropriate sliding door technology to receive the door opening/closing signal from the BRT vehicle.	technology to receive the door opening/closing signal from the BRT vehicle.
		A door opening control will also be provided for the curb-side (left-side) doors. The operation of the curbside doors will also be actuated by a switch/button on the driver console.	A door opening control will also be provided for the curb-side (left-side) doors. The operation of the curb-side doors will be conducted by a switch/button on the driver console.
		Closed-circuit television (CCTV) cameras shall be provided for vehicle surveillance to ensure passenger security and vehicle safety. The vehicle shall be fitted with at least four CCTV cameras. One	Closed-circuit television (CCTV) cameras shall be provided for vehicle surveillance to ensure passenger security and vehicle safety. The vehicle shall be fitted with at least four CCTV cameras. One camera will cover the front curb-side door and the
9.14	Driver displays and on-board CCTV cameras	camera will cover the front curb- side door and the driver compartment. One camera will cover the front passenger area as well as the middle doorways. One camera will cover the rear passenger area. One camera will face behind the vehicle, and thus will assist the driver when reversing.	driver compartment. One camera will cover the front passenger area and the median-side doorways. One camera will cover the rear passenger area. One camera will face behind the vehicle, and thus will assist the driver when reversing. Output from the cameras will be shown through a visual display on or near the dashboard. The driver shall
		Output from the cameras will be shown through a visual display on or near the dashboard. The driver shall have a visual digital display of the area behind the vehicle whenever the vehicle is in reverse gear. The video footage from these cameras shall also be stored onboard on the digital video recorder	have a visual digital display of the area behind the vehicle whenever the vehicle is in reverse gear. The video footage from these cameras shall also be stored on-board on the digital video recorder (DVR). The Supplier will provide all cabling and connectivity between the cameras and the DVR.
		(DVR). The Supplier will provide all cabling and connectivity between the cameras and the DVR. In normal conditions, the video footage will be downloaded when the vehicle enters the depot. The Supplier must design the system so the data can be readily downloaded after the vehicle	In normal conditions, the video footage will be downloaded when the vehicle enters the depot. The Supplier must design the system so the data can be readily downloaded after the vehicle enters the depot. In emergency situations, the system shall allow streaming of onboard footage to the control center.
		enters the depot. In emergency situations, the system shall allow streaming of onboard footage to the control center. The Supplier shall work with the	The Supplier shall work with the Purchaser to ensure the video output can be integrated with the control center's hardware and software. All cameras will be integrated into the

		Purchaser to ensure the video output can be integrated with the control center's hardware and software. All cameras will be integrated into the interior layout of the vehicle in a visually appealing manner. The precise location of the cameras will be determined in the preproduction phase with approval from the Purchaser. Both the cameras and the dashboard displays should ideally be highly visible to the passengers to give assurances that their security is being surveilled.	interior layout of the vehicle in a visually appealing manner. The precise location of the cameras will be determined in the pre-production phase with approval from the Purchaser. Both the cameras and the dashboard displays should ideally be highly visible to the passengers to give assurances that their security is being surveilled.
		The panic alarm will be utilized in circumstances in which the driver is not able to utilize the normal communications system.	The panic alarm will be utilized in circumstances in which the driver is not able to utilize the normal communications system.
9.15	Driver panic alarm	The panic alarm shall be located discretely in the driver's compartment. The location should be such that it is known to the driver but not clearly evident to passengers. The Supplier shall provide the button and the wiring required to connect it to the VLU.	The panic alarm shall be located discretely in the driver's compartment. The location should be such that it is known to the driver but not clearly evident to passengers. The Supplier shall provide the button and the wiring required to connect it to the VLU.
9.16	USB ports for passenger devices	The provision of USB ports in the passenger seating area will allow customers to charge their personal devices while travelling on public transport. This service helps further encourage ridership.	The provision of USB ports in the passenger seating area allows customers to charge their personal devices while travelling on public transport. This service helps further encourage ridership.
		The preferable configuration would be a port provided behind each seat or at the vehicle interior sidewall for seats without another seat directly in front.	The preferable configuration would be a port provided behind each seat or at the vehicle interior sidewall for seats without another seat directly in front.
9.17	Traffic signal priority equipment (future option)	The system will not initially require traffic signal priority equipment, as all Phase I intersections are grade separated. However, for the future, there may be a need to retrofit traffic signal priority equipment into the vehicle. This is particularly true for the off-corridor segments of the system.	The system will not initially require traffic signal priority equipment, as all Phase I intersections are grade separated. However, for the future, there may be a need to retrofit traffic signal priority equipment into the vehicle. This is particularly true for the off-corridor segments of the system. Thus, the Supplier will ensure that
		Thus, the Supplier will ensure that space is available inside the vehicle for the future deployment of traffic signal equipment. This deployment would likely involve the placement	space is available inside the vehicle for the future deployment of traffic signal equipment. This deployment would likely involve the placement of a transducer device, which would be

		of a transducer device, which would be fitted onto the vehicle and used to activate the traffic signal equipment at a particular intersection.	fitted onto the vehicle and used to activate the traffic signal equipment at a particular intersection.
		All vehicles in the system will be tracked by an Automated Vehicle Location (AVL) system utilizing Global Positioning System (GPS) technology. Data from this system will form the basis of compensation to the vehicle operators, and therefore, this represents a critical data collection feature for the overall operation of the system.	All vehicles in the system will be tracked by an Automated Vehicle Location (AVL) system utilizing Global Positioning System (GPS) technology. Data from this system will form the basis of compensation to the vehicle operators, and therefore, this represents a critical data collection feature for the overall operation of the system.
9.18	Automatic Vehicle Location (AVL) system	The AVL system also provides instructions to the drivers to maintain the correct headway between vehicles. The AVL system will provide real-time, automatic information to drivers on the correct speed in order to maintain the headway. The system will clearly display on the driver console the target speed in real-time to maintain the headway. The AVL system thus encompasses all hardware and software components to achieve real-time positioning control of the vehicle. The AVL unit will be fitted into the driver console in an ergonomic manner. The AVL unit will also be integrated with the Vehicle Logic Unit (VLU), allowing it to: Relay vehicle performance data to the control centre Receive GPS positioning data Relay video to the control centre Receive GPS positioning data Relay video to the control centre Relay panic messages to the control centre. The AVL system of the entire fleet will be monitored from the operational control center of the BRT system. The Purchaser is separately procuring a third-party agent, a Fare System / ITS	The AVL system also provides instructions to the drivers to maintain the correct headway between vehicles. The AVL system will provide real-time, automatic information to drivers on the correct speed in order to maintain the headway. The system will clearly display on the driver console the target speed in real-time to maintain the headway. The AVL system thus encompasses all hardware and software components to achieve real-time positioning control of the vehicle. The AVL unit will be fitted into the driver console in an ergonomic manner. The AVL unit will also be integrated with the Vehicle Logic Unit (VLU), allowing it to: Relay vehicle performance data to the control centre Receive GPS positioning data Relay video to the control centre Control the content on all messaging and infotainment displays Feed the audio system with audio Relay panic messages to the control centre. The AVL system of the entire fleet will be monitored from the operational control center of the BRT system. The Purchaser is separately procuring a third-party agent, a Fare System / ITS Company, to supply and operate the control center. The Fare System / ITS Company will be responsible for the supply of all components required to monitor the fleet from within the control center. These components

		Company, to supply and operate	include work stations, communications
		the control center. The Fare	equipment, and software licenses.
		System / ITS Company will be	
		responsible for the supply of all	To ensure system compatibility, the
		components required to monitor	AVL unitin the vehicles will be
		the fleet from within the control	procured by the third-party Fare
		center. These components include	System / ITS Company. The Bidder
		work stations, communications	shall NOT price the AVL unit in the
			vehicle bid.
		equipment, and software licenses.	venicie biu.
		To ensure system compatibility the	The AVI and CDC system shall be
		To ensure system compatibility, the	The AVL and GPS system shall be
		AVL unitin the vehicles will be	based on an open software standard.
		procured by the third-party Fare	
		System / ITS Company. The	The Supplier will work closely with the
		Bidder shall NOT price the AVL unit	Purchaser to determine the size and
		in the vehicle bid.	location of the AVL system being
			provided by the Fare System / ITS
		The AVL and GPS system shall be	Company. During the pre-production
		based on an open software	and production period, the Supplier
		standard.	shall communicate with the Purchaser
			and the Fare System / ITS company.
		The Supplier will work closely with	The Supplier shall work in close
		the Purchaser to determine the size	consultation with the Fare System / ITS
		and location of the AVL system	company to ensure full functionality
		being provided by the Fare System	with physical and software integration,
		/ ITS Company. During the pre-	including the exact size of the units
		production and production period,	and the electrical requirements.
		the Supplier shall communicate	and the creetirearrequirements.
		with the Purchaser and the Fare	
		System / ITS company. The	
		Supplier shall work in close	
		consultation with the Fare System /	
		ITS company to ensure full	
		functionality with physical and	
		software integration, including the	
		exact size of the units and the	
		electrical requirements.	5
		Due to concerns over the reliability	Due to concerns over the reliability of
		of mobile telephone networks in	mobile telephone networks in
		Peshawar, the vehicles will also be	Peshawar, the vehicles will also be
		fitted with a communications	fitted with a communications system
		system based on UHF/VHF radio	based on UHF/VHF radio bandwidth
		bandwidth technology.	technology.
		The UHF/VHF system in the	The UHF/VHF system in the vehicles
		vehicles will be procured by the	will be procured by the third-party
9.19	UHF/VHF system	third-party Fare System / ITS	Fare System / ITS Company. The
	,, .,	Company. The Bidder shall NOT	Bidder shall NOT price the AVL unit in
		price the AVL unit in the vehicle	the vehicle bid.
		bid.	
			The Supplier shall work with the
		The Supplier shall work with the	Purchaser and the Fare System / ITS
		Purchaser and the Fare System /	Company to ensure sufficient physical
		ITS Company to ensure sufficient	space is provided for the UHF/VHF
		physical space is provided for the	system and to ensure the operational
		UHF/VHF system and to ensure the	compatibility of the system.

	system.	

ANNEX C

PAYMENT CALCULATION SCHEDULE

1. Monthly Payment

1.1 For each Month (m), the Operator shall be entitled to a payment (**Monthly Payment**) calculated in accordance with the following formula:

Monthly Paymentm (MPm)

= Kilometre Charge (adjusted) \times

 $\times (100\% \times OnKm18_d + 70\% \times OnKm12_d + 75\% \times OffKm12_d) \times (1 - PP\%) - RF$

where:

Kilometre Charge means Kilometre Charge in Pakistani Rupees (PKR [•]) offered in Financial Offer and updated as result of adjustments in accordance with Article 1.3 of Payment Calculation Schedule.

OffKm12_d means the number of Bus Kilometres driven outside of the Corridor by 12-metre Vehicles (Starting from dedicated Corridor point) during Month (m) reported by System Control Service Provider.

OnKm12_d means the number of Bus Kilometres driven on the Corridor by 12-metre Vehicles (starting from dedicated Corridor point) during Month (m) reported by System Control Service Provider.

OnKm18_d means the number of Bus Kilometres driven on the Corridor by 18-metre Vehicles during Month (m) reported by System Control Service Provider.

PP% means the Performance Payout Percentage, which shall be ten percent (10%).

RF means any amount to be retained in relation to the provisioning of the Reserve Fund.

1.2 The Operator shall submit travelled Bus Kilometres (excluding Engineering Kilometres) after completion of the month. Within ten (10) days of receipt of Bus Kilometres from Operator, TPC shall notify amount of the Monthly Payment. The Operator shall raise an invoice to TPC for an amount equivalent to the Monthly Payment for Month (m) (plus any applicable Sales Tax on Services). The Monthly Payment for Month (m) shall be made by the Fund Manager within ten (10) days after receipt of invoice by TPC.

1.3 Adjustment to Kilometre Charge

The relative weighting within the cost structure of the Kilometer Charge is described in the table and shall be used to calculate the variation of cost per Kilometer Charge. Calculation of adjustments is subjected to variation in base values, which for various categories shall be taken as follows: -

- For adjustments in Fuel, base price considered shall be that of Bid Submission Date. Kilometer Charge will change with increase or decrease in fuel base price.
- ➤ For adjustments in Electricity, base price considered shall be that of Bid Submission Date. Kilometer Charge will change with increase or decrease in Electricity base price.

- For adjustments in Lubricants, base value considered shall be of the month of start of operations.
- For adjustments in Tires, Maintenance and Salaries, base values considered shall be of the first complete calendar month after start of the operations. For clarity, first complete calendar month shall be that in which operation is scheduled for all consisting days.

The adjustments in the Kilometer Charge will be subject to subsequent variations in the base values and procedures laid down in the coming sections.

- The parameters established for calculating the cost basket are estimates and therefore, failure to actually meet the same will not entitle any party to request adjustments in the calculation procedure of Kilometer Charge nor in the economic compensation of any kind.
- The Adjusted Kilometer Charge for monthly payment shall govern irrespective of whether it is higher or lower than the original Kilometer Charge/Financial Offer.

Categories	Factor Per Kilometre Charge
Fuel = F	25.5
Electricity = E	20.5
Tyres = T	4
Lubricants = L	4
Maintenance = M	5
Salaries = S	20

Percent increase or decrease applicable to all categories = PI

Where,

PI = [(New Value – Previous Value) / Previous Value] x 100

ΔCF	$\Delta CF = (PI_{Fuel} \times F \times Original Kilometre Charge) / 10,000$
	Fuel increase / decrease as per notification of the GoP. The source for prices of High Speed Diesel (HSD) shall be of Pakistan State Oil (PSO)
ΔCΕ	$\Delta CE = (PI_{Electricity} \times E \times Original Kilometre Charge) / 10,000$
	The cost increase in Electricity will be adjusted Monthly on the basis of Consumer price index variation by Commodity Groups and Commodities for Electricity (Sr.55) mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan.

ΔCT	The Tires cost will be adjusted every year on January 1; on the basis of Wholesale price index variation in Auto Tires mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan
	ΔCT= (PI _{Tires} x T x Original Kilometre Charge) / 10,000
	Note: No Adjustment will be made in this category for two years from start of operation.
ΔCL	The cost increase in lubricants will be adjusted Monthly on the basis of Wholesale price index variation in Mobil Oil mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan
	ΔCL= (PI _{Lubricants} x L x Original Kilometre Charge) / 10,000
	Note: No Adjustment will be made in this category for two years from start of operation.
ΔCS	The Salaries will be adjusted every year on January 1, based on CPI inflation, measured in increase percentage on year-on-year basis mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan
	Δ CS = (Inflation rate x S x Original Kilometre Charge) / 10,000
ΔСМ	The maintenance cost will be adjusted quarterly on the basis of Consumer price index variation in Motor Vehicle Accessories mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan. Start of the Base Value month shall be taken as start of the quarter.
	Δ CM = (PI _{Maintenance} x M x Original Kilometre Charge) / 10,000
	Note: No Adjustment will be made in this category for two years from start of operation.

Adjusted Kilometre Charge = Previously Adjusted Kilometre Charge + C_{TN}

Where,

 $\underline{C}_{TN} = \Delta CF + \Delta CE + \Delta CT + \Delta CL + \Delta CS + \Delta CM$

 Δ CF = Increase / Decrease in Fuel cost per Kilometre Charge

 Δ CE = Increase / Decrease in Electricity cost per Kilometre Charge

 Δ CT = Increase / Decrease in Tire cost per Kilometre Charge

 Δ CL = Increase / Decrease in Lubricants cost per Kilometre Charge

 Δ CS = Increase / Decrease in Salaries cost per Kilometre Charge

 Δ CM = Increase / Decrease in Maintenance cost per Kilometre Charge

2. Monthly Performance Payment

2.1 For each Month (m), the Operator shall be entitled to a payment (**Monthly Performance Payment**) calculated in accordance with the following formula:

Monthly Performance Payment_m

$$= (1 - PD\%_m) \times MP_m \times \frac{PP\%}{(1 - PP\%)} - RF$$

where:

 \mathbf{MP}_{m} means the Monthly Payment which the Operator is entitled to for Month (m) excluding Reserve Fund.

PD%_m means the Performance Deduction Percentage applicable to the Operator for Month (m).

PP% means the Performance Payout Percentage, which shall be ten percent (10%).

RF means any amount to be retained in relation to the provisioning of the Reserve Fund.

2.2 Within ten (10) days of start of the month, TPC shall notify the amount of the Monthly Performance Payment. The Operator shall raise an invoice to TPC for an amount equivalent to the Monthly Performance Payment for Month (m) (plus any applicable Sales Tax on Services). The Monthly Performance Payment for Month (m) shall be made by the Fund Manager within five (5) Business Days of TPC receiving such invoice.

3. Yearly Compensation Payment

3.1 For each Year (y) completed before the Termination Date, should the Operator, for any reason not attributable to itself, be prevented from operating the Minimum Annual Kilometre Distance, then it shall be entitled to a payment (**Yearly Compensation Payment**) calculated in accordance with the following formula:

Yearly Compensation Payment,

= Kilometre Charge (adjusted)
$$\times \Delta Km_v - RF$$

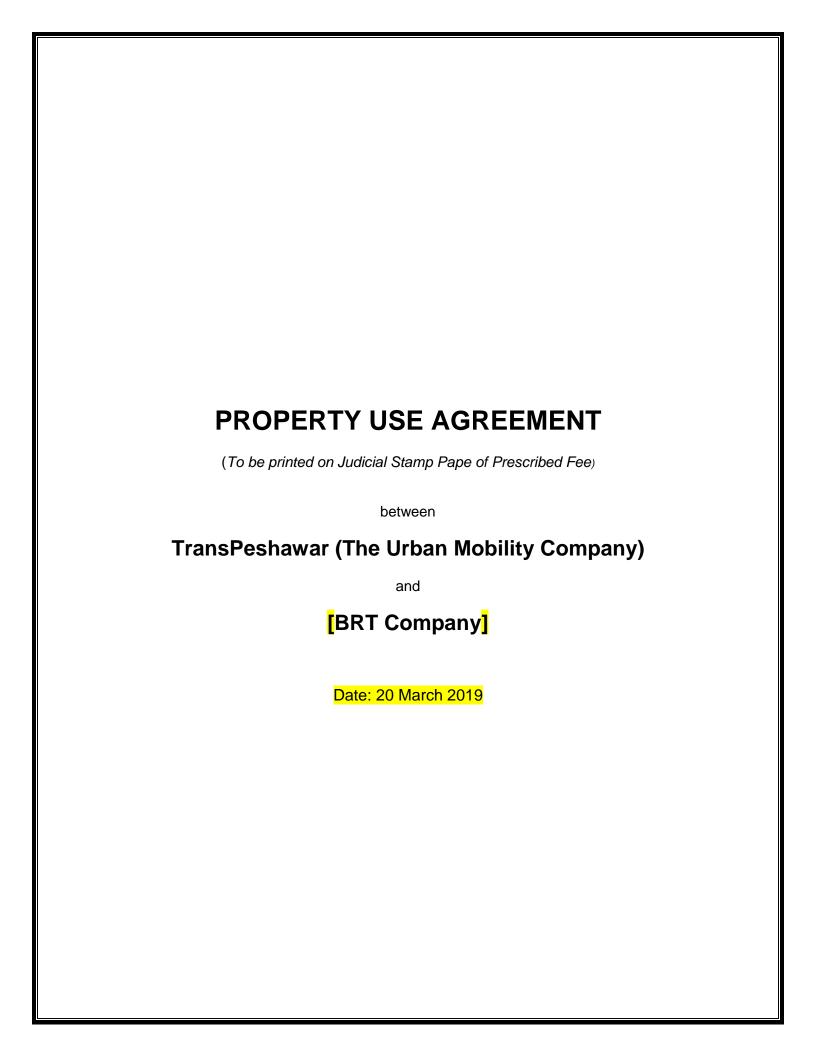
where:

Kilometre Charge means Kilometre Charge in Pakistani Rupees (PKR [•]) and updated as result of adjustments.

 Δ **Km**_y means Minimum Annual Kilometre multiplied by the number of Vehicles upon the first Day of Year (y) minus the number of Bus Kilometres driven by Vehicles during year (y).

RF means any amount to be retained in relation to the provisioning of the Reserve Fund.

3.2 Within ten (10) days of start of new year, TPC shall notify the amount of the Yearly Compensation Payment, if any. The Operator shall raise an invoice to TPC for an amount equivalent to the Yearly Compensation Payment for Year (y) (plus any applicable Sales Tax on Services). The Yearly Compensation Payment for Year (y) shall be made by the Fund Manager within twenty-one (21) days of TPC receiving such invoice.



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THIS PROPERTY USE AGREEMENT (the "Agreement") is made on [•] 2019

BETWEEN

- 1. **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan in February 09, 2017 with company registration no.0105691 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK, Pakistan ("**TPC**"); and
- 2. < Insert name of the BRT Company>, a company incorporated in [•], with company registration no. [•] and whose registered address is at [•] (the "Operator").

TPC and the Operator are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Parties have entered into the BRT Vehicle Operator Agreement whereby it is one of the conditions precedent to execute this Agreement.
- B. TPC wishes to grant a non-exclusive license to the Operator to utilize certain properties as the Depot and the Staging Area and the Operator wishes to use such properties, in accordance with the terms and conditions of this Agreement.
- C. As consideration for using the Property, the Operator hereby agrees to provide the Services it is required to provide under the BRT Vehicle Operator Agreement.

NOW THE AGREEMENT PROVIDES:

PART A - GENERAL

1. Preliminary Matters

- 1.1 Definitions and Interpretation
 - 1.1.1 The defined words and expressions set out in clause 1 of Annex A [Definitions and Interpretation] hereof and the provisions relating to the construction and interpretation of the Agreement set out in clause 2 of Annex A [Definitions and Interpretation] hereof shall apply to the Agreement.
- 1.2 Effect of this Agreement
 - 1.2.1 The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.
- 1.3 Conditions Precedent
 - 1.3.1 If conditions precedent under the BRT Vehicle Operator Agreement remain unfulfilled (and/or are not waived) for an unreasonably long time (in the opinion of TPC), then, save and except the Surviving Provisions, TPC shall be entitled to consider this Agreement null and void *ab initio* and TPC shall be discharged from any and all liability that may have arisen or that may arise under this Agreement.

PART B - PROPERTY USE AND MAINTENANCE OBLIGATIONS

2. Property Use

- 2.1 General
 - 2.1.1 TPC's signing this Agreement shall indicate its consent to the grant of a non-exclusive license to the Operator for the Operator's non-exclusive use of the Property with the effect as of the Commencement Date (Tentative layout of depot is attached as Annex-B). Currently, only one Operator in envisioned for Hayatabad Depot.
 - 2.1.2 The Operator hereby agrees to use the Property in accordance with the terms and conditions of this Agreement and the Applicable Law, including all applicable environmental and health and safety regulations.

- 2.1.3 For the duration of this Agreement, unless agreed otherwise in writing by the Parties, the Operator shall use the Property solely for the provision of the Services in accordance with the BRT Vehicle Operator Agreement.
- 2.1.4 The Operator acknowledges and agrees that except for the grant of a non-exclusive license to use the Property for the purposes of this Agreement, this Agreement does not grant or transfer any right or interest in the Property to the Operator. Legal title to and ownership of the Property shall remain with TPC.
- 2.1.5 TPC shall be responsible for Property tax.

2.2 No payment

- 2.2.1 The Parties agree that the Operator's use of the Property is required and/or necessary for the Operator to be able to provide the Services under the BRT Vehicle Operator Agreement.
- 2.2.2 Subject to clause 2.2.2 and clause 7 and to the extent not agreed otherwise by the Parties, the Operator is not required to make any payments to TPC for the use of the Property. However, in consideration of the grant of the license to use the Property, the Operator shall provide the Services under the BRT Vehicle Operator Agreement to TPC.
- 2.2.3 To the extent that the use of the Property pursuant to this Agreement is taxable, the Operator agrees to bear all taxes, charges, duties and/or tariffs by itself and, upon request from TPC, provide proof that such obligations have been satisfied in full.

2.3 Commencement and Term

- 2.3.1 The Operator shall use the Property from the Commencement Date until the Termination Date.
- 2.3.2 Unless this Agreement is earlier terminated, the Operator shall continuously use the Property for a term of the BRT Vehicle Operator Agreement, unless the Parties agree in writing otherwise.

3. Hand-over of the Property

3.1 At the time of the hand-over of the Property, the Operator and TPC shall jointly carry out an inspection of the Property. The state of the Property shall be recorded in writing and that writing signed by the Operator and TPC.

4. Maintenance of the Property

- 4.1 The Operator shall, at all times during the term of this Agreement, ensure that the Property is kept in a state of good repair and in a satisfactory operational condition (fair wear and tear excluded) and is maintained in accordance with the provisions of this Agreement and the BRT Vehicle Operator Agreement.
- 4.2 The Operator shall keep detailed Property maintenance and repair records for the duration of this Agreement. TPC shall be entitled to audit such records upon giving the Operator no less than twenty-four (24) hours notice. The Operator shall also provide these records (or any portions thereof) as may be reasonably requested by TPC in such format as TPC may require.
- 4.3 TPC shall be entitled to conduct unscheduled inspections of the Property to ensure that it continues to be in compliance with the Agreement and is in satisfactory operational condition (fair wear and tear excluded). If the Property is found not to be in compliance with the Agreement or in unsatisfactory condition, TPC shall immediately inform the Operator and the Operator shall, within a reasonable time or a time determined by TPC, effect the required repairs/maintenance at its own cost.

- 4.4 If a Property requires repair/maintenance and is not so repaired/maintained by the Operator within a reasonable time or the time determined by TPC, TPC shall be entitled to either liquidate the Performance Guarantee for purposes of effecting such repairs/replacement and/or access the Reserve Fund for purposes of effecting such repairs/replacement. Any usage of the Reserve Fund by TPC shall obligate the Operator to replenish the Reserve Fund to the required and/or agreed levels.
- 4.5 With respect to the Property the Operator shall at its own expense and without recourse to TPC:
 - 4.5.1 be responsible for the Depot and the Staging Area security and accordingly shall enter into security services agreement with the relevant security company;
 - 4.5.2 be responsible for access control of third parties, staff and Vehicles to the Depot and/or the Staging Area;
 - 4.5.3 exercise overall management and maintenance of the Property, including garages, offices, park yards and other buildings comprising the Depot or the Staging Area;
 - 4.5.4 clean the Depot and the Staging Area on as-need basis, including all signage and facilities and areas for Vehicles' washing, fuelling and maintenance;
 - 4.5.5 promptly and properly repair or make good all damage occurring in the interior and exterior of the Depot or the Staging Area, whatever the cause of such damage, and including damage to any part of the interior of the Depot or the Staging Area or to any window, door, appurtenance, fixture, fitting, and replace all such items or parts thereof (as well as any keys) which have been broken, lost or destroyed (again regardless of cause);
 - 4.5.6 use the Depot exclusively to park, refuel and maintain the Vehicles and not use the Depot and or the Depot Equipment or allow any of them to be used, in whole or part, for any purpose other than that of carrying on the Services;
 - 4.5.7 establish and manage a system of treating waste materials and recycling of disposable materials and obtain any environmental or waste management approvals to the extent required under the Applicable Law;
 - 4.5.8 not leave refuse or allow it to accumulate in or about the Depot or the Staging Area except in the refuse bins or containers designated by law for the type of waste being handled; and the Operator hereby warrants that it shall deal with of all waste and effluent in accordance with the Applicable Law:
 - 4.5.9 not bring into the Depot or the Staging Area any article which, by reason of its weight or other characteristics, is liable to cause damage to the Depot or the Staging Area;
 - 4.5.10 refrain from interfering with the electrical or plumbing serving the Depot or the Staging Area, except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
 - 4.5.11 respect and maintain social responsibility in relation to any community in the immediate vicinity of the Depot or the Staging Area;
 - 4.5.12 allow TPC and its authorized personnel and agents at any time upon a short notice unrestricted access to the Depot or the Staging Area to inspect the operation and maintenance of the Depot or the Staging Area as well as to perform any necessary repairs, replacements or other works;
 - 4.5.13 not allow or authorize any advertisement to be fixed in the Depot or the Staging Area without prior written approval of TPC; and
 - 4.5.14 use the parking area exclusively to park, service and maintain the Vehicles.

5. Alterations to the Property

- 5.1 The Operator shall not, without the prior written consent of TPC, make any alterations or additions to the Property, including electrical and plumbing installations.
- 5.2 If the Operator does alter or add to the Property in any way, in breach of clause 5.1, the Operator shall, if so required in writing by TPC and at its own cost, restore the Property to the same condition as it was prior to such alteration or addition having been made. This clause shall not be construed as excluding any other or further remedy which TPC may have in consequence of a breach by the Operator of clause 5.1.

6. Depot Equipment

- 6.1 With respect to the Depot Equipment the Operator shall at its own expense and without recourse to TPC:
 - 6.1.1 maintain the Depot Equipment in good working order, fair wear and tear excluded; and
 - 6.1.2 promptly and properly repair or make good all damage occurring to the Depot Equipment, whatever the cause of such damage.

7. Utilities costs

- 7.1 The Operator shall, from the Commencement Date, be liable for costs of all electricity, water and other utilities consumed, and accordingly shall enter into electricity, water, and other utility supply agreements with the relevant utility providers.
- 7.2 The Operator shall timely pay the cost of all electricity, water and other utilities consumed at or on the Property.

8. Defects or damage to the Property

- 8.1 In the event that Operator becomes aware of any defect or damage to the Property, the Operator shall immediately notify TPC of such defect or damage and shall take all steps, at its own cost, as are in the circumstances reasonable to mitigate any risk to safety and any losses that TPC would suffer or incur as a result of such defect or damage to the Property.
- 8.2 The Operator shall take part in such meetings as may be necessary and otherwise coordinate and co-operate with TPC to arrange for rectification or replacement (as appropriate) of defects, damage or loss to the Property.
- 8.3 If it is determined that the Construction Company is liable for a defect to the Property, the Operator shall cooperate with TPC and the Construction Company in rectification of such defect to ensure that TPC's rights under the relevant warranty, guarantee or defect liability provisions arising from the agreement with the Construction Company are properly exercised and protected.

PART C - BREACH AND TERMINATION

9. Breach and Termination

- 9.1 If the Operator commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC or agreed by the Parties then TPC shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Operator and in either event, to recover such damages as it may have sustained.
- 9.2 For purposes of this Agreement, a material breach shall be if the Operator:
 - 9.2.1 commits a material breach under the BRT Vehicle Operator Agreement; or
 - 9.2.2 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained TPC's prior written consent; or

- 9.2.3 Abandons the Property or any of its obligations under this Agreement; or
- 9.2.4 consistently fails to observe any provision of this Agreement (despite being given notice in relation thereto).
- 9.3 If TPC commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from the Operator calling upon it to do so then the Operator shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days notice to TPC and in either event, to recover such costs, losses and damages as it may have sustained.
- 9.4 In the event of termination of this Agreement:
 - 9.4.1 TPC shall be entitled to immediately take possession of the Property and the Operator shall be required to do all things necessary to this effect, including returning to TPC all keys and access cards; and
 - 9.4.2 the Operator shall promptly cause the necessary repair or replacement to be effected to the Depot, the Depot Equipment and/or the Staging Area at the Operator's own expense, failing which TPC shall have the right to either claim specific performance and/or set-off any repair or replacement costs from any payment due to the Operator, within TPC's sole discretion; and
 - 9.4.3 all alterations or additions made to the Property shall become the property of TPC; subject to any prior written agreement to the contrary between the Parties, the Operator shall not have any claim against TPC for compensation for any alterations or additions to the Property; and
 - 9.4.4 TPC shall be entitled to appoint auditors to check the Property and/or verify all relevant books, records and other data of the Operator and the Operator shall give full cooperation in that regard and make all such information available to TPC on request.

PART D - MISCELLANEOUS MATTERS

10. Disputes

- 10.1 For the purposes of this clause 10, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and obligations in accordance with and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.
- 10.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of clause 39 of the BRT Vehicle Operator Agreement.

11. Property insurance

11.1 The Operator shall effect and maintain 'all risk' property insurance in relation to the Property. Such insurance shall, among other things, provide cover in respect of loss or damage to the Property resulting from fire, theft and weather damage. TPC shall be a coinsured party under such insurance and the Operator shall be liable for and pay all premiums in respect of such insurance.

12. Indemnity

12.1 The Operator shall indemnify and hold harmless TPC and its personnel against and from all liabilities, claims, damages, loss, expenses and costs (including legal fees and expenses) which arise out of or in relation to any liabilities, claims, damages, loss, expenses or costs (including legal fees and expenses) incurred by TPC or third parties on account of the Operator's use of the Property or Operator's breach of any of its obligations under this Agreement.

13. Periodic review of the Agreement

- 13.1 In view of the long-term nature of this Agreement and in order to provide a continuous means for the assessment of:
 - 13.1.1 TPC's contract management systems;
 - 13.1.2 various aspects of the relationship between the Parties which would allow for inter alia an improvement in conflict resolution and the sharing of information between the Parties.

the Operator acknowledges that TPC will review the provisions of this Agreement every three (3) years for the duration of this Agreement.

13.2 To the extent that TPC wishes to propose any amendment to this Agreement pursuant to such review, such proposal shall be discussed and considered in good faith, but shall not be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. For the avoidance of doubt, should the Parties fail to reach agreement as provided for in this clause 13.2, such failure shall not constitute a dispute as contemplated in clause 10.

14. Addresses and notices

14.1 All notices under this Agreement shall be made by the Parties in accordance with clause 49 of the BRT Vehicle Operator Agreement.

15. Change in Law

- 15.1 The Operator acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Operator under this Agreement, the Operator shall notify TPC within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Operator and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.
- 15.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties.

16. Remedies

16.1 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

17. Confidentiality

17.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.

- 17.2 Notwithstanding clause 17.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorized Representatives to the extent that such employees or Authorized Representatives need to know the Confidential Information and shall ensure that such employees or Authorized Representatives are aware of and comply with, the confidentiality obligations contained in this clause 17.
- 17.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.
- 17.4 The Operator shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

18. Severance

18.1 In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

19. No agency

- 19.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied TPC to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in this Agreement, and, for the avoidance of doubt, this clause 19 shall not affect or otherwise derogate from the obligations and powers of the Operator in relation to handing over of the Vehicles to other authorised parties as contemplated in this Agreement or the BRT Vehicle Operator Agreement.
- 19.2 The Operator is an independent contractor performing the Agreement. The Operator is not an employee or agent of TPC.

20. Corruption and Fraud

- 20.1 The Operator warrants that in entering into the Agreement it has not committed any Prohibited Act.
- 20.2 In the event that the Operator is contacted by a Public Official requesting or suggesting that the Operator act in a manner which would constitute a Prohibited Act, the Operator shall immediately provide TPC in writing with full details of the request (including the identity of the Public Official making the request).
- 20.3 Without prejudice to clause 20.2, the Operator shall ensure that its staff undertaking activities in connection with the Agreement are subject to similar obligations to those set out in this clause 20 and the Operator shall enforce such obligations.
- 20.4 In the event that the Operator fails to comply with the requirements of this clause 20 TPC shall be entitled to terminate the Agreement pursuant to clause 9.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

22. No stipulation for the benefit of a third person

22.1 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

23. No representations

23.1 A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is provided in this Agreement.

24. Amendment

- 24.1 Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the accordance with the Agreement shall be effective or binding, unless it:
 - 24.1.1 is made in writing; and
 - 24.1.2 expressly sets out the modification, amendment, addendum or variation to the accordance with the Agreement; and
 - 24.1.3 refers to the Agreement; and
 - 24.1.4 is signed and dated by a representative of each Party.

25. Indulgences

25.1 The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

26. General co-operation

26.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

27. Governing law

27.1 This Agreement is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

28. Language

28.1 Unless expressly notified in advance by TPC, the primary language of the Agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by TPC, all minutes of meetings shall be issued in English.

29. Independent advice

- 29.1 Each of the Parties hereby respectively agrees and acknowledges that:
 - 29.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
 - 29.1.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

30. Good faith

30.1 The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

31. Survival of rights, duties and obligations

- 31.1 The Surviving Provisions will survive termination or completion of the Agreement.
- 31.2 In the event that the Agreement is terminated or completed, neither Party shall be liable to the other Party except:
 - 31.2.1 under the Surviving Provisions; or
 - 31.2.2 in respect of any breach of the Agreement occurring before such termination or completion; or
 - 31.2.3 any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

32. Assignment

- 32.1 The Operator shall not cede, assign, delegate or transfer any of its rights or obligations under the Agreement, or any part of it, or any benefit or interest therein, to any third party or Entity without the prior written consent of TPC.
- 32.2 Notwithstanding anything to the contrary stated in this Agreement, TPC shall be entitled, without requiring the consent of the Operator, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement.

33. Waiver

- 33.1 Subject to clause 33.2, no relaxation, forbearance or delay by a Party in enforcing the Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Agreement.
- 33.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Agreement.

34. Costs

34.1 Any costs, including all legal costs on an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

Signed on 2019				
Witnesses	for TransPeshawar Company			
	duly authorised and warranting such TPC			
	Name:			
	Position:			
Signed on 2019				
Witnesses	for [BRT Company]			
	duly authorised and warranting such []			
	duly additionsed and warranting such []			
	Name:			
	Position:			

ANNEX A DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 In the Agreement, the following words and expressions shall have the meanings set out below:
 - 1.1.1 "Abandon" means wholly or substantially cease to carry out the Services for ten (10) consecutive days or during thirty (30) days (whether consecutive or not) in any year, except when relieved of the obligation to do so by the express provisions of this Agreement:
 - 1.1.2 "**Agreement**" means this agreement as amended from time to time and including the Annexes;
 - 1.1.3 "Annexes" means the annexes attached to this Agreement;
 - 1.1.4 "Applicable Law" means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the aforegoing;
 - 1.1.5 "Authorised Representatives" means persons authorised in writing by TPC and the Operator respectively pursuant to the BRT Vehicle Operator Agreement;
 - 1.1.6 **"BRT Vehicle Operator Agreement**" means the agreement made on [•] 2019 between the Parties whereby the Operator agreed to operate and maintain the BRT vehicles provided by TPC;
 - 1.1.7 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in Pakistan;
 - 1.1.8 "Change in Law" means:
 - (a) the adoption of a new Law; or
 - (b) a change in or repeal of a existing Law,

which after the Effective Date results in:

- (a) a change in the taxes, duties or levies payable by the Operator in respect of the Property Use; or
- (b) a change in or the repeal of any other requirement for the performance of the obligations under this Agreement;
- 1.1.9 **"Commencement Date"** means the date indicated as the Commencement Date in the service notice given to the Operator by TPC in accordance with clause 1.3 of the BRT Operator Agreement;
- 1.1.10 **"Confidential Information**" means all information, without limitation, of whatsoever nature:
 - relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;

- (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
- (c) relating to the contents of this Agreement and any other information received pursuant to this Agreement,

but excludes information which:

- (a) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- (b) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- (c) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (e) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- (f) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- (g) is developed independently by the Receiving Party without reference to the Confidential Information:
- 1.1.11 "Construction Company" means any contractor engaged by TPC to design and construct the Depot or the Staging Area or any other building or structure at the Property;
- 1.1.12 "Depot" means the immovable properties utilised by the Operator as a depot for the Vehicles, together with such fixtures and fittings as described in the BRT Vehicle Operator Agreement, or as otherwise authorised by TPC and shall, for the avoidance of doubt, include a depot provided by TPC and a Staging Area, depending on the context;
- 1.1.13 "**Depot Equipment**" means all equipment installed in the Depot, including electricity charging facilities, power supply system, and equipment handed over for use of depot/bus operations;

- 1.1.14 "**Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.15 "**Effective Date**" means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;
- 1.1.16 **"Entity"** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.17 "Month" or "Monthly" means a calendar month;
- 1.1.18 "Party" means a party to this Agreement;
- 1.1.19 "Performance Guarantee" means the unconditional, irrevocable on-demand performance guarantee provided by the Operator to TPC in accordance with the BRT Vehicle Operator Agreement;
- 1.1.20 "Prohibited Act" means:
 - (h) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act; or
 - (ii) showing or not showing (or for having shown or not shown) favour or disfavour to any person,

in relation to the award or performance of the Agreement or any other agreement with TPC; or

- (i) entering into an agreement for which commission has been paid or has been agreed to be paid by the Operator or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
- (j) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
- (k) defrauding, attempting to defraud or conspiring to defraud TPC;
- 1.1.21 "**Property**" means plots of land no. [•] and [•] located in [•] to be utilised by the Operator as a Depot and the Staging Area, together with all buildings, structures and equipment erected or installed thereon:
- 1.1.22 "Public Official" means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.23 "Quarter" or "Quarterly" means a consecutive period of three (3) Months commencing from the start of a Financial Year or calendar year, as the case may be;
- 1.1.24 "**Receiving Party**" means the Party receiving Confidential Information from the Disclosing Party;

- 1.1.25 "Regulatory Body" means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, municipality or body, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and any body with a regulatory function under the Applicable Law;
- 1.1.26 "**Reserve Fund**" means the fund established as a security under the BRT Vehicle Operator Agreement;
- 1.1.27 "Service" or "Services" means the public transport services to convey passengers and any other services to be rendered by the Operator pursuant to the BRT Vehicle Operator Agreement;
- 1.1.28 "Staging Area" means the staging area used by the Operator in the provision of the Services as described in the Operational Specifications Schedule, or as otherwise authorised by TPC for temporary parking of BRT Vehicles in day and/or night time and planned at Dabgari Garden Station;
- 1.1.29 "**Surviving Provisions**" means clauses 1 (Preliminary Matters); 9 (*Breach and Termination*); 10 34 (*Part D Final Provisions*) and this Annex A;
- 1.1.30 "**Termination Date**" means the twelfth (12th) anniversary of the Commencement Date or the date on which an earlier termination pursuant to the terms of the Agreement takes effect;
- 1.1.31 "Vehicles" means vehicles as defined in the BRT Vehicle Operator Agreement.

2. Interpretation

- 2.1 In the Agreement:
 - 2.1.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
 - 2.1.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
 - 2.1.3 the singular includes the plural and vice versa;
 - 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
 - 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Agreement;
 - 2.1.6 a reference to a gender includes the other genders;
 - 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body that performs most closely the functions of the defunct body:
 - 2.1.8 a reference to an "agent" shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;

- 2.1.9 a references to a "subsidiary" shall be a reference to a subsidiary as defined in the Companies Act, 2017;
- 2.1.10 references in this Agreement to "clauses" or to "Annexes", are to clauses of and Annexes to this Agreement;
- 2.1.11 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing;
- 2.1.12 references to "agree" or "agreed" shall require the agreement to be recorded in writing and signed by the authorised representatives of the Parties;
- 2.1.13 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 2.1.14 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.1.15 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;
- 2.1.16 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.1.17 a reference to a Party includes that Party's successors and permitted assigns;
- 2.1.18 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by "without being limited to".

Annex-B – Tentative Layout of Hayatabad Depot





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THIS LEASE-TO-OWN AGREEMENT (the "Agreement") is made on [•] 2019

BETWEEN

- 1. **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan in February 09, 2017 with company registration no.0105691 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK, Pakistan ("**TPC**"); and
- 2. < Insert name of the BRT Company>, a company incorporated in [•], with company registration no. [•] and whose registered address is at [•] (the "Operator").

TPC and the Operator are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Parties have entered into the BRT Vehicle Operator Agreement whereby it is one of the conditions precedent to execute this Agreement.
- B. TPC wishes to ensure that the Vehicles are properly maintained by the Operator and that the Operator is incentivised to carry out such maintenance to the Vehicles for the duration of the BRT Vehicle Operator Agreement.
- C. TPC requires the Operator to be the lessee of the Vehicles and eventual transfer of title at end of Agreement, all in accordance with the terms and conditions of this Agreement.

NOW THE AGREEMENT PROVIDES:

PART A - GENERAL

1. Preliminary Matters

- 1.1 Definitions and Interpretation
 - 1.1.1 The defined words and expressions set out in clause 1 of Annex A [Definitions and Interpretation] hereof and the provisions relating to the construction and interpretation of the Agreement set out in clause 2 of Annex A [Definitions and Interpretation] hereof shall apply to the Agreement.
- 1.2 Effect of this Agreement
 - 1.2.1 The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.
- 1.3 Conditions Precedent
 - 1.3.1 If conditions precedent under the BRT Vehicle Operator Agreement remain unfulfilled (and/or are not waived) for an unreasonably long time (in the opinion of TPC), then, save and except the Surviving Provisions, TPC shall be entitled to consider this Agreement null and void *ab initio* and TPC shall be discharged from any and all liability that may have arisen or that may arise under this Agreement.

PART B - LEASE OF THE VEHICLES

2. Lease

- 2.1 General
 - 2.1.1 TPC hereby leases to the Operator the Vehicles and the Operator hereby accepts the lease of the Vehicles for the twelve (12) year term commencing on the Commencement Date.
 - 2.1.2 The Operator shall have the rights and obligations of a lessee to possess and use the Vehicles solely for the purposes expressly provided in the BRT Vehicle Operator Agreement and/or agreed in writing between the Parties.

- 2.1.3 The Operator shall maintain and operate the Vehicles in accordance with the BRT Vehicle Operator Agreement and any Applicable Laws, including environmental and health and safety regulations.
- 2.1.4 Subject to clause 3 legal title to and ownership of the Vehicles shall remain with TPC. The Operator shall not create or allow the creation of any Encumbrance in any manner of any or all of the Vehicles without the prior written consent of TPC. The Operator shall not sublet the Vehicles or allow any third party to use them.

2.2 Lease Payments

- 2.2.1 The Operator shall be obliged to make the monthly lease payment for the lease of the Vehicles in the amount of PKR 1 per each 12-metre Vehicle and PKR 2 per each 18-metre Vehicle.
- 2.2.2 The Operator shall make the lease payment at the times and in the manner specified in the Payment Calculation Schedule and the Fund Management Agreement (which are part of the BRT Vehicle Operator Agreement).
- 2.2.3 Any amounts payable hereunder to TPC by the Operator shall be set off against amounts payable by TPC to the Operator under the BRT Vehicle Operator Agreement.
- 2.2.4 To the extent that the lease of the Vehicles pursuant to this Agreement is taxable, the Operator agrees to bear all taxes, charges, duties and/or tariffs by itself and, upon request from TPC, provide proof that such obligations have been satisfied in full.

PART C - OWNERSHIP RIGHT TO THE VEHICLES

3. Transfer of Ownership Interest and Title to the Vehicles

- 3.1 The Operator agrees to purchase each Vehicle for the price of PKR 144 for each 12-metre Vehicle and PKR. 288 for each 18-metre Vehicle in a period of 12 years. Each lease payment made in accordance with Sub-clause 2.1.4 above and the Payment Specification Schedule shall be credited towards the Operator's purchase of the Vehicles until the Vehicles Purchase Price of PKR 17,568 has been paid in full.
- 3.2 Subject to the Operator paying the total Vehicles Purchase Price under this Agreement and provided this Agreement or the BRT Vehicle Operator Agreement is not terminated for any reason prior to its expiry, TPC shall do all things necessary and execute all documents to transfer full title and interest to the Vehicles to the Operator. The Operator acknowledges that this transfer of title and interest to the Vehicles may be conditioned on the Operator's agreement to continue to operate the BRT service till end of BRT Vehicle Operator Agreement.
- 3.3 TPC shall be responsible for annual Token taxes of BRT Vehicles including Tow truck(s).

4. On-Board Units

- 4.1 For the avoidance of doubt, the Operator shall not acquire ownership of or any ownership interest in the On-board Units unless the Parties agree in writing otherwise. The ownership of the On-board Units shall remain with TPC until such time as ownership of the Vehicle in which it is installed is legally transferred to the Operator (at which time the ownership of the installed On-Board Units shall also transfer to the Operator).
- 4.2 TPC shall, in its sole discretion, be entitled to uninstall and/or remove the On-board Units from the Vehicles at any time at its own cost or leave them in the Vehicles after the term of this Agreement, in which case TPC shall be discharged from any and all liability in relation to the On-board Units left in the Vehicles.

PART C - BREACH AND TERMINATION

5. Breach and Termination

- 5.1 If the Operator commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC or agreed by the Parties then TPC shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Operator and in either event, to recover such damages as it may have sustained.
- 5.2 For purposes of this Agreement, a material breach shall be if the Operator:
 - 5.2.1 commits a material breach under the BRT Vehicle Operator Agreement; or
 - 5.2.2 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained TPC's prior written consent;
 - 5.2.3 fails to make the lease payments under this Agreement and/or the Payment Specification Schedule;
 - 5.2.4 allows any third party to use and/or operate any of the Vehicles without the express written consent of TPC; or
 - 5.2.5 consistently fails to observe any provision of this Agreement (despite being given notice in relation thereto).
- 5.3 If TPC commits a material breach of this Agreement and/or the BRT Vehicle Operator Agreement and fails to remedy the breach within thirty (30) Business Days after receipt from the Operator calling upon it to do so then the Operator shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days notice to TPC and in either event, to recover such costs, losses and damages as it may have sustained.
- 5.4 In the event of termination of this Agreement in accordance with clause 5.1:
 - 5.4.1 TPC shall be entitled to immediately take possession of the Vehicles and the Operator shall be required to do all things necessary to ensure peaceful and orderly transfer of the Vehicles to TPC, including returning to TPC all keys, access cards and documents relating to each Vehicle; and
 - 5.4.2 the Operator shall not be entitled to any payments from TPC, including the return of any lease payments already made by the Operator to TPC under the Agreement; and
 - 5.4.3 the Operator shall promptly cause the necessary repair to the Vehicles at the Operator's own expense, failing which TPC shall have the right to either claim specific performance and/or set-off any repair costs from any payment due to the Operator, within TPC's sole discretion.
- 5.5 In the event of termination of this Agreement in accordance with clause 5.3:
 - 5.5.1 TPC shall be entitled to immediately take possession of the Vehicles and the Operator shall be required to do all things necessary to ensure peaceful and orderly transfer of the Vehicles to TPC including returning to TPC all keys, access cards and documents relating to each Vehicle; and
 - 5.5.2 TPC shall forthwith return to the Operator all lease amounts paid by the Operator to TPC under the Agreement; and

- 5.5.3 the Operator shall promptly cause the necessary repair to the Vehicles at the Operator's own expense, failing which TPC shall have the right to either claim specific performance and/or set-off any repair costs from any payment due to the Operator, within TPC's sole discretion.
- In addition to and without prejudice to any other right TPC may have under Applicable Law or under the terms of this Agreement and/or the BRT Vehicle Operator Agreement, in the event the Operator remains in possession of the Vehicles for any period after its early termination, the Operator shall be obliged to pay to TPC a monthly holdover payment in the amount of PKR 120,000 per each 12-metre Vehicle and PKR 208,000 per each 18-metre Vehicle.

PART D - MISCELLANEOUS MATTERS

6. Disputes

- 6.1 For the purposes of this clause 6, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and obligations in accordance with and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.
- 6.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of clause 39 of the BRT Vehicle Operator Agreement.

7. Vehicle insurance

7.1 The Operator shall effect and maintain relevant Vehicle insurance in accordance with the BRT Vehicle Operator Agreement.

8. Indemnity

8.1 The Operator shall indemnify and hold harmless TPC and its personnel against and from all liabilities, claims, damages, loss, expenses and costs (including legal fees and expenses) which arise out of or in relation to any liabilities, claims, damages, loss, expenses or costs (including legal fees and expenses) incurred by third parties on account of the Operator's use of the Property or Operator's breach of any of its obligations under this Agreement.

9. Periodic review of the Agreement

- 9.1 In view of the long-term nature of this Agreement and in order to provide a continuous means for the assessment of:
 - 9.1.1 TPC's contract management systems;
 - 9.1.2 various aspects of the relationship between the Parties which would allow for inter alia an improvement in conflict resolution and the sharing of information between the Parties.

the Operator acknowledges that TPC will review the provisions of this Agreement every three (3) years for the duration of this Agreement.

9.2 To the extent that TPC wishes to propose any amendment to this Agreement pursuant to such review, such proposal shall be discussed and considered in good faith, but shall not be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. For the avoidance of doubt, should the Parties fail to reach agreement as provided for in this clause 8, such failure shall not constitute a dispute as contemplated in clause 6.

10. Addresses and notices

10.1 All notices under this Agreement shall be made by the Parties in accordance with clause 49 of the BRT Vehicle Operator Agreement.

11. Change in Law

- 11.1 The Operator acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Operator under this Agreement, the Operator shall notify TPC within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Operator and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.
- 11.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties.

12. Remedies

12.1 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

13. Confidentiality

- 13.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.
- 13.2 Notwithstanding clause 13.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 13.
- 13.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.
- 13.4 The Operator shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

14. Severance

14.1 In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

15. No agency

- 15.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied TPC to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in this Agreement, and, for the avoidance of doubt, this clause 15 shall not affect or otherwise derogate from the obligations and powers of the Operator in relation to handing over of the Vehicles to other authorised parties as contemplated in this Agreement.
- 15.2 The Operator is an independent contractor performing the Agreement. The Operator is not an employee or agent of TPC.

16. Corruption and Fraud

- 16.1 The Operator warrants that in entering into the Agreement it has not committed any Prohibited Act.
- 16.2 In the event that the Operator is contacted by a Public Official requesting or suggesting that the Operator act in a manner which would constitute a Prohibited Act, the Operator shall immediately provide TPC in writing with full details of the request (including the identity of the Public Official making the request).
- 16.3 Without prejudice to clause 16.2, the Operator shall ensure that its staff undertaking activities in connection with the Agreement are subject to similar obligations to those set out in this clause 166 and the Operator shall enforce such obligations.
- 16.4 In the event that the Operator fails to comply with the requirements of this clause 166 TPC shall be entitled to terminate the Agreement pursuant to clause 5.

17. Entire Agreement

17.1 This Agreement constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

18. No stipulation for the benefit of a third person

18.1 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

19. No representations

19.1 A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is provided in this Agreement.

20. Amendment

- 20.1 Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the accordance with the Agreement shall be effective or binding, unless it:
 - 20.1.1 is made in writing; and
 - 20.1.2 expressly sets out the modification, amendment, addendum or variation to the accordance with the Agreement; and
 - 20.1.3 refers to the Agreement; and
 - 20.1.4 is signed and dated by a representative of each Party.

21. Indulgences

21.1 The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

22. General co-operation

22.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

23. Governing law

23.1 This Agreement is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

24. Language

24.1 Unless expressly notified in advance by TPC, the primary language of the Agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by TPC, all minutes of meetings shall be issued in English.

25. Independent advice

- 25.1 Each of the Parties hereby respectively agrees and acknowledges that:
 - 25.1.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
 - 25.1.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

26. Good faith

26.1 The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

27. Survival of rights, duties and obligations

- 27.1 The Surviving Provisions will survive termination or completion of the Agreement.
- 27.2 In the event that the Agreement is terminated or completed, neither Party shall be liable to the other Party except:
 - 27.2.1 under the Surviving Provisions; or
 - 27.2.2 in respect of any breach of the Agreement occurring before such termination or completion; or
 - 27.2.3 any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

28. Assignment

- 28.1 The Operator shall not cede, assign, delegate or transfer any of its rights or obligations under the Agreement, or any part of it, or any benefit or interest therein, to any third party or Entity without the prior written consent of TPC.
- 28.2 Notwithstanding anything to the contrary stated in this Agreement, TPC shall be entitled, without requiring the consent of the Operator, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement.

29. Waiver

29.1 Subject to clause 28.2, no relaxation, forbearance or delay by a Party in enforcing the Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Agreement.

29.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Agreement.

30. Costs

30.1 Any costs, including all legal costs on an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

Signed on 2019	
Witnesses	for TransPeshawar (The Urban Mobility
	Company)
	duly authorised and warranting such TPC
	Name:
	Position:
Signed on 2019	
Witnesses	for [BRT Company]
	duly authorised and warranting such
	Name:
	Position:

ANNEX A DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 In the Agreement, the following words and expressions shall have the meanings set out below:
 - 1.1.1 "Agreement" means this agreement as amended from time to time and including the Annexes;
 - 1.1.2 "Annexes" means the annexes attached to this Agreement;
 - 1.1.3 "Applicable Law" means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the aforegoing;
 - 1.1.4 "Authorised Representatives" means persons authorised in writing by TPC and the Operator respectively pursuant to the BRT Vehicle Operator Agreement:
 - 1.1.5 "BRT System" means the bus rapid transit system in Peshawar known as Peshawar Sustainable BRT Corridor System or any other name that should be assigned to the Peshawar bus/transit system;
 - 1.1.6 **"BRT Vehicle Operator Agreement**" means the agreement made on [•] 2019 between the Parties whereby the Operator agreed to operate and maintain the BRT vehicles provided by TPC;
 - 1.1.7 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in Pakistan;
 - 1.1.8 **"Change in Law"** means:
 - (a) the adoption of a new Law; or
 - (b) a change in or repeal of a existing Law,

which after the Effective Date results in:

- (a) a change in the taxes, duties or levies payable by the Operator in respect of the lease of the Vehicles; or
- (b) a change in or the repeal of any other requirement for the performance of the obligations under this Agreement;
- 1.1.9 "Commencement Date" means the date being the later of (a) date indicated as the Commencement Date in the service notice given to the Operator by TPC in accordance with clause 1.3 of the BRT Operator Agreement, and (b) the Effective Date;
- 1.1.10 **"Confidential Information**" means all information, without limitation, of whatsoever nature:
 - relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;

- (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
- (c) relating to the contents of this Agreement and any other information received pursuant to this Agreement,

but excludes information which:

- (a) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- (b) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- (c) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (e) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- (f) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- (g) is developed independently by the Receiving Party without reference to the Confidential Information;
- 1.1.11 "**Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.12 "**Effective Date**" means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;

1.1.13 "Encumbrance" means:

(h) any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person or any other charge (whether equitable or otherwise) of whatsoever nature or howsoever described; or

- (i) any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;
- 1.1.14 **"Entity"** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.15 "Month" or "Monthly" means a calendar month;
- 1.1.16 "On-board Units" means any unit installed on the Vehicle by TPC (excluding third party appointed by TPC other than Bus supplier) in accordance with the BRT Vehicle Operator Agreement;
- 1.1.17 "Party" means a party to this Agreement;
- 1.1.18 "Prohibited Act" means:
 - (k) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act; or
 - (ii) showing or not showing (or for having shown or not shown) favour or disfavour to any person,

in relation to the award or performance of the Agreement or any other agreement with TPC; or

- (I) entering into an agreement for which commission has been paid or has been agreed to be paid by the Operator or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
- (m) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
- (n) defrauding, attempting to defraud or conspiring to defraud TPC;
- 1.1.19 "Public Official" means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.20 "PKR" means Pakistani rupee;
- 1.1.21 "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party;

- 1.1.22 "Regulatory Body" means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, municipality or body, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and any body with a regulatory function under the Applicable Law.
- 1.1.23 "**Surviving Provisions**" means clauses 1 (Preliminary Matters); 5 (*Breach and Termination*); 6 29 (*Part D Final Provisions*) and this Annex A;
- 1.1.24 "Vehicles" means the vehicles defined in the BRT Vehicle Operator Agreement including any tools and equipment for the vehicles supplied by TPC in accordance with the BRT Vehicle Operator Agreement;
- 1.1.25 "Vehicles Purchase Price" means the total price to be paid by the Operator for all of the Vehicles, which shall be subject to change to account for the addition or withdrawal of Vehicles to the fleet.

2. Interpretation

2.1 In the Agreement:

- 2.1.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
- 2.1.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
- 2.1.3 the singular includes the plural and vice versa;
- 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
- 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Agreement;
- 2.1.6 a reference to a gender includes the other genders;
- 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body that performs most closely the functions of the defunct body:
- 2.1.8 a reference to an "agent" shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
- 2.1.9 a reference to a "subsidiary" shall be a reference to a subsidiary as defined in the Companies Act, 2017;
- 2.1.10 references in this Agreement to "clauses" or to "Annexes", are to clauses of and Annexes to this Agreement;
- 2.1.11 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing;

- 2.1.12 references to "agree" or "agreed" shall require the agreement to be recorded in writing and signed by the authorised representatives of the Parties;
- 2.1.13 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 2.1.14 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.1.15 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be:
- 2.1.16 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.1.17 a reference to a Party includes that Party's successors and permitted assigns;
- 2.1.18 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by "without being limited to".

Annex F PERFORMANCE GUARANTEE

(To be printed on Judicial Stamp Paper of Prescribed Fee)

This **Performance Guarantee No.** < *Insert No.*> is made on < *Insert date*> 2019 (the "Guarantee")

Ref: Request for Proposal for Vehicle Operation and Maintenance Services for Peshawar Sustainable Bus Rapid Transit – Hayatabad Depot advertised on <*Insert date>* and Letter of Award <*Insert date>*

Beneficiary: TRANSPESHAWAR (THE URBAN MOBILITY COMPANY), a company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK. ("TPC")

1. GUARANTEE

- 1.1 We < Insert name of Bank> Bank (the "Guarantor") have been informed that < Insert name of Winning Bidder> has been declared Winning bidder in reference tender.
- The Winner bidder has established a special purpose vehicle <*Insert new BRT company name.*> hereinafter called (the "**Operator**") relating to the operation and maintenance services of the vehicles as part of the Peshawar Sustainable BRT Corridor System (the "**Project**"). The <*Insert new BRT company name.*> is obligated to sign agreement (the "**Agreement**") with TPC relating to the operation and maintenance services of the vehicles as part of the Project.
- 1.3 The Guarantor hereby irrevocably and unconditionally undertakes to pay to TPC on its first demand for payment, without regard to any objections or defences to TPC's demand from the Operator or any other person, an amount or amounts not exceeding in total. PKR 250,000,000 (Two Hundred & Fifty Million Pakistani Rupees).

2 TIME FOR PAYMENT

2.1 Any amount demanded by TPC shall be paid by Guarantor to TPC within seven (07) calendar days of receipt of the TPC's demand for payment stating that the Operator is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

3 VALIDITY OF GUARANTEE

3.1 This Guarantee shall come into force on the date hereof and shall remain valid until <insert date> whereupon this Guarantee shall expire and be returned to the Guarantor.

4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS

4.1 Any payment under this Guarantee shall be made free and clear of, and without 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.

5 Notices and Demands for Payment

- 5.1 Any demand for payment made under this Guarantee shall be delivered by hand or registered courier and be deemed to be duly made at the time of, and on the date of, delivery.
- 5.2 Any notice given under this Guarantee shall be deemed to be duly given:
 - A. in the case of facsimile transmission, on the date and at the time shown on the transmission report by the machine from which the facsimile was sent, subject to the machine producing a report that the facsimile was sent in its entirety to the contact details of the addressee stated in Schedule (the "Contact Details"); and
 - B. in the case of email:
 - (A) at the time of receipt by the sender of an email acknowledgement from the intended addressee's information system showing that the email has been delivered to the email address of that addressee; or
 - (B) if no email acknowledgement is received, then at the time the email enters an information system which is under the control of the intended addressee (and the addressee shall make available at the request of the sender, evidence of such time); and
 - C. in the case of delivery by hand or registered courier, at the time of and on the date of delivery.
- 5.3 Any notice or demand given or made by TPC or the Guarantor relating to this Guarantee shall be in English.

6 ASSIGNMENT

6.1 TPC shall have the right to assign the rights and benefits under this Guarantee.

7 DISPUTE RESOLUTION

7.1 This Guarantee shall be governed by, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan. Each Party consents to the jurisdiction of the courts in the Islamic Republic of Pakistan.

EXECUTED for and on behalf of [GUARANTOR]				
(signed)				
Name				
Witnesses:				

SCHEDULE TO THE PERFORMANCE GUARANTEE

Contact Details

For TPC:

TransPeshawar Company (The Urban Mobility Company)

Ali Tower, Second Floor University Road, Peshawar

KPK, Pakistan

Tel: 0092-91-5700127-8 Email: info@transpeshawar.pk

For the Attention of Chief Executive Officer, TransPeshawar (The Urban

Mobility Company)

For the Guarantor:

<Insert Guarantor's Name>

<Address line1> <Address line2> <Address line3>

Tel: < Insert Guarantor's telephone number>

Fax:<Insert Guarantor's fax number>
Email:<Insert Guarantor's email address>

For the Attention of <

Annex-G

PARENT COMPANY GUARANTEE

<Insert name of Parent Company>
(To be printed on Judicial Stamp Paper of Prescribed Fee)

(GUARANTOR)

IN FAVOUR OF

TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)

(TPC)

PARENT COMPANY GUARANTEE

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THIS PARENT COMPANY GUARANTEE (the "Guarantee") is made on < Insert date> 2019 BETWEEN:

- (1) **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated in February 09, 2017 with Security Exchange Commission of Pakistan, with company registration no.010569 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK, Pakistan ("**TPC**"); and
- (2) < Insert name of the Parent Company>, a company incorporated in [•], with company registration no. [•] and whose registered address is at [•] (the "Guarantor").

The TPC and the Guarantor are individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. < Insert name of the BRT Company> (the "Operator") has been awarded by TPC an agreement relating to the operation and maintenance services of the vehicles as part of the Peshawar Sustainable BRT Corridor System (the "Agreement").
- B. The Operator is a *<State relationship with the Guarantor (branch, subsidiary, affiliate or other relationship*)> of the Guarantor] / [The Operator is an Association of Persons and *<Insert name of member of Operator* > (the "**Member**") is a *<State relationship with the Guarantor (branch, subsidiary, affiliate or other relationship*)> of the Guarantor.]
- C. Under the Agreement, the Operator is required to procure a parent company guarantee from its parent company to guarantee the Operators' performance of its duties and obligations arising under, out of or in connection with the Agreement.
- D. The Guarantee is being delivered by the Operator to TPC in fulfilment of the Operator's obligation to deliver a parent company guarantee to TPC under the Agreement.
- E. The Agreement is entered into by TPC in reliance upon the undertakings of the Guarantor to TPC contained in the Guarantee.

NOW THE GUARANTEE PROVIDES:

1. PRELIMINARY MATTERS

1.1 **Definitions and Interpretation**

1.1.1 The defined words and expressions set out in Clause 1 of Appendix 1 [Definitions and Interpretation] and the provisions relating to the construction and interpretation of the Guarantee set out in Clause 2 of Appendix 1 [Definitions and Interpretation] shall apply to the Guarantee.

2. GUARANTEES AND INDEMNITIES

2.1 Guaranteed Obligations

- 2.1.1 The Guarantor irrevocably and unconditionally guarantees the performance and discharge by the Operator of the Guaranteed Obligations at the times and in the manner provided or contemplated in the Agreement.
- 2.1.2 Except as otherwise expressly provided in the Guarantee, the Guarantee shall not impose on the Guarantor any duties, obligations or liabilities greater than those assumed by the Operator under the Agreement.
- 2.1.3 The Guarantee shall be binding upon the successors and assignees of the Guarantor and shall extend to and ensure for the benefit of the successors or assignees of TPC.

2.2 **Indemnity by Guarantor**

2.2.1 If the Guaranteed Obligations are, or become, unenforceable, invalid or illegal (in whole or in part), the Guarantor indemnifies and holds harmless TPC, its personnel and agents, in full against and from any and all liabilities, claims, damages, loss, expenses and costs

- (including legal fees and expenses) which arise out of, under or in relation to any failure of the Operator to perform or discharge any or all of the Guaranteed Obligations.
- 2.2.2 The Guarantor, as separate and independent obligation from its duties, obligations and liabilities under Sub-clause 2.2.1, indemnifies and holds harmless TPC, its personnel and agents, in full against and from any and all liabilities, claims, damages, loss, expenses and costs (including legal fees and expenses) which arise out of, under or in relation to, any failure of the Operator to perform or discharge any or all of the Guaranteed Obligations.

2.3 Additional Security

2.3.1 The Guarantee shall be in addition to, and independent of, any other security which TPC may hold from time to time in respect of the discharge and performance by the Operator of its duties, obligations and liabilities (including the Guaranteed Obligations) arising out of, under or in relation to with the Agreement.

2.4 Payment

- 2.4.1 The Guarantor agrees to make any payment due hereunder upon first written demand without set-off, deduction or counterclaim and without any legal formality such as protest or notice being necessary and waives all privileges or rights which it may have as a guarantor, including any right to require TPC to claim payment or to exhaust remedies against the Operator or any other person.
- 2.4.2 Any payment made under the Guarantee shall be made free and clear of, and without 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.

3. RIGHTS AND OBLIGATIONS

3.1 Waiver of Defences

- 3.1.1 The duties, obligations and liabilities of the Guarantor under the Guarantee shall not be reduced, discharged or otherwise adversely affected by:
 - (a) any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor had it been a principal debtor and obligor instead of a Guarantor or indemnifier; or
 - (b) anything done or omitted to be done by any person which, but for this provision, might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under the Guarantee.

3.2 Rights and Obligations of the Guarantor

- 3.2.1 The Guarantor agrees that TPC shall not be obliged (and the Guarantor waives any right it may have to require TPC (or any agent on its behalf)) to:
 - (a) take court, arbitral or other dispute resolution proceedings or to enforce any judgment or award against the Operator; or
 - (b) pursue any other right or claim (including the enforcement of any other security held by TPC) against any person,

before claiming from the Guarantor under the Guarantee.

- 3.2.2 Subject to the limits of liability set out in the Agreement, if any, the Guarantor indemnifies and holds harmless TPC, its personnel and agents, in full against and from any and all liabilities, claims, damages, loss, expenses and costs (including legal fees and expenses) which TPC incurs in connection with:
 - (a) the preservation, exercise and/or enforcement of any rights arising out of, under or in relation to the Guarantee or any attempt so to do; and

- (b) any discharge or release of the Guarantee.
- 3.2.3 Until all amounts which are or may become due from the Operator under the Agreement have been irrevocably paid in full, or unless TPC directs otherwise in writing, the Guarantor shall not exercise any security or other rights which it may have against the Operator by reason of performance by it of its obligations under the Guarantee, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.

3.3 **No Reduction of Obligation**

- 3.3.1 The duties, obligations and liabilities of the Guarantor under the Guarantee shall not be reduced or discharged by any:
 - (a) alteration in the relationship between the Guarantor and the Operator; or
 - (b) arrangements between the Operator and TPC; or
 - (c) amendments to the provisions of the Agreement; or
 - (d) alteration, with or without the knowledge or consent of the Guarantor:
 - (i) in the extent or nature of the services to be performed under the Agreement; and/or
 - (ii) to the time for performance of the Operator's duties and obligations; and/or
 - (iii) to any other duties, obligations or liabilities of the Operator arising under, out of or in connection with the Agreement; or
 - (e) forbearance or indulgence by TPC towards the Operator or the Guarantor, whether as to payment, time, performance or otherwise; or
 - (f) other act or omission which, but for this provision, might exonerate or discharge the Guarantor from liability under the Guarantee; or
 - (g) invalidity or unenforceability of the Agreement or the insolvency, bankruptcy, winding up or reorganisation of the Operator or any other person.
- 3.3.2 The Guarantor agrees that the Operator and TPC may do or agree to any of the matters referred to in Sub-clause 3.3.1(b), Sub-clause 3.3.1(c), Sub-clause 3.3.1(d) or Sub-clause 3.3.1(e), all of which shall be likewise guaranteed by the Guarantor in accordance with the provisions of the Guarantee.

4. COMMENCEMENT AND EXPIRY

4.1 Commencement and Operation of the Guarantee

- 4.1.1 The Guarantee shall come into effect when the Agreement comes into effect.
- 4.1.2 Without prejudice to Sub-clause 4.1.1, the Guarantee shall come into effect in favour of TPC as soon as it has been executed by the Guarantor, notwithstanding that TPC may not have executed the Guarantee and in such case the Guarantee shall take effect as a unilateral declaration by the Guarantor in favour of TPC and shall be deemed accepted by TPC.

4.2 Expirv

4.2.1 The Guarantee shall continue in full force and effect until all duties, obligations and liabilities of the Operator arising under, out of or in connection with the Agreement have been fully performed and discharged in accordance with the provisions thereof, at which time the Guarantee shall expire and be returned to the Guarantor.

5. NOTICES, DEMANDS OR OTHER COMMUNICATIONS

5.1 Form of Notice

5.1.1 Any notice, demand or other communication under or pursuant to the Guarantee shall be:

- (a) in English; and
- (b) in writing; and
- (c) state the Clause or Sub-clause under or pursuant to which the notice, demand or other communication is given, issued or made.
- 5.1.2 Subject to Sub-clause 5.2.4, and except as otherwise expressly provided in the Guarantee, all notices, demands or other communications shall be delivered or transmitted by hand, registered courier or electronic transmission (being either facsimile or email) to the Contact Details of the addressee.

5.2 **Delivery and Receipt**

- 5.2.1 Where a notice, demand or other communication is delivered by electronic transmission, the sender shall, within seven (7) Days after the electronic transmission is delivered, deliver a copy of the electronic transmission by hand or registered courier to the Contact Details of the addressee.
- 5.2.2 Subject to Sub-clause 5.2.3, a notice, demand or other communication shall be deemed to be duly given to the addressee:
 - (a) in the case of facsimile transmission, on the date and at the time shown on the transmission report by the machine from which the facsimile was sent, subject to the machine producing a report that the facsimile was sent in its entirety to the Contact Details of the addressee; and
 - (b) in the case of email:
 - (i) at the time of receipt by the sender of an email acknowledgement from the intended addressee's information system showing that the email has been delivered to the email address of that addressee; or
 - (ii) if no email acknowledgement is received, then at the time the email enters an information system which is under the control of the intended addressee (and the addressee shall make available at the request of the sender, evidence of such time); and
 - (c) in the case of delivery by hand or registered courier, at the time of and on the date of delivery.
- 5.2.3 In the event that a notice, demand or other communication is received after 3:00 pm at the physical address of the addressee stated in its Contact Details, it shall be taken to have been received by the addressee at 8:00 am on the next Day.
- 5.2.4 The Parties may each change their respective Contact Details for the purposes of Subclause 5.1 [Form of Notice] by giving notice to each other in accordance with the procedures for the giving, issuing or making of communications set forth in Sub-clause 5.1 [Form of Notice] not less than fourteen (14) Days before such change is to take effect. Any notice of such new Contact Details shall only be effective for the purposes of Subclause 5.1 [Form of Notice] after it is deemed received pursuant to Sub-clause 5.2.2 and Sub-clause 5.2.3.

6. DISPUTE RESOLUTION

6.1 Disputes under the Agreement

6.1.1 The settlement or resolution of any dispute arising under, out of or in connection with the Agreement shall be final and binding on the Parties and the Parties shall not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

6.2 **Dispute Resolution**

6.2.1 A Party may refer any dispute arising out of, under or in connection with the Guarantee to the Pakistani court of competent jurisdiction.

6.2.2 Without prejudice to Sub-clause 6.2.1, nothing in the Guarantee shall prevent the Parties from referring a dispute to arbitration by mutual written agreement.

7. GENERAL PROVISIONS

7.1 Governing Law and Language

- 7.1.1 The Guarantee shall be governed by, interpreted and construed in accordance with the Laws of the Islamic Republic of Pakistan.
- 7.1.2 Unless expressly notified in advance by TPC, the primary language of the Guarantee shall be English. All communications issued between the Parties shall be in English. Unless expressly notified in advance by TPC, all meetings shall be conducted in English, and minutes of meetings shall be issued in English.

7.2 **Entire Agreement**

7.2.1 The Guarantee constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the date hereof.

7.3 **Severability**

7.3.1 In the event that any provision of the Guarantee is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Guarantee enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Guarantee.

7.4 Amendment

- 7.4.1 No modification, amendment, addendum or variation to the provisions of the Guarantee shall be effective or binding, unless it:
 - (a) is made in writing; and
 - (b) expressly sets out the modification, amendment, addendum or variation to the provisions of the Guarantee; and
 - (c) refers to the Guarantee; and
 - (d) is signed and dated by a representative of each Party.

7.5 Waiver

- 7.5.1 Subject to Sub-clause 7.5.2, no relaxation, forbearance or delay by a Party in enforcing the Guarantee will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Guarantee, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the Guarantee.
- 7.5.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the Guarantee shall be in writing, dated and signed by the Representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the Guarantee operates as a waiver of any other breach of that term, or of a breach of any other term, of the Guarantee.

7.6 Assignment

- 7.6.1 The Guarantor shall not assign or transfer any of its rights or obligations under the Guarantee or any part of it.
- 7.6.2 Subject to giving the Guarantor seven (7) Days' prior written notice, TPC may assign or transfer the Guarantee or any part of it or any benefit or interest in or under the

Guarantee.

7.7 General Representations and Warranties

- 7.7.1 The Guarantor represents and warrants to TPC that:
 - (a) it has full power and authority to enter into and perform its obligations under the Guarantee;
 - (b) it has taken all necessary action to authorise the signing, delivery and performance of the Guarantee in accordance with its provisions; and
 - (c) the Guarantee constitutes the Guarantor's legal, valid and binding obligations and is enforceable in accordance with its provisions.

7.8 Limit on Reliance

7.8.1 No Party has entered into the Guarantee relying on any representation, warranty, promise or statement made by another Party, or any other person acting on behalf of a Party, other than the representations, warranties, promises and statements set out in the Guarantee.

7.9 **Counterparts**

The Guarantee may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute one Guarantee.

SIGNED for and on behalf of TPC	
	Witness:
<insert and="" name="" of="" position="" signatory=""></insert>	<pre><insert and="" name="" of="" position="" witness=""></insert></pre>
SIGNED for and on behalf of the Guarantor	
	Mar.
	Witness:
<insert and="" name="" of="" position="" signatory=""></insert>	<insert and="" name="" of="" position="" witness=""></insert>

APPENDIX 1

DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 In this Guarantee the following words and expressions shall have the meanings set out below:
- 1.1.1 "**Agreement**" has the meaning given to it in recital A.
- 1.1.2 "Association of Persons" means an unincorporated joint venture, partnership, consortium or other association of two (2) or more persons.
- 1.1.3 "Clause" or "Sub-clause" means a clause or sub-clause of this Guarantee.
- 1.1.4 **"Contact Details"** means the contact details of a Party stated in Appendix 2 [*Agreement Particulars*] or such other contact details as may be notified pursuant to Sub-clause 5.2.4.
- 1.1.5 "Guarantee" means this parent company guarantee, including the recitals and Appendix 1 [Definitions and Interpretation] and Appendix 2 [Agreement Particulars].
- 1.1.6 "Guaranteed Obligations" means the duties and obligations of the Operator arising under, out of or in connection with the Agreement, including the discharge of any indebtedness, monies and/or liabilities due, owing or incurred by the Operator to TPC arising under, out of or in connection with the Agreement.
- 1.1.7 "**Law**" means all national or public legislation, decrees, ordinances, rules and regulations relevant to this Guarantee as issued and in force within the Islamic Republic of Pakistan.
- 1.1.8 "**Member**" has the meaning given to it in recital B.¹
- 1.1.9 "Operator" has the meaning given to it in recital A.

2. Interpretation

- 2.1 In this Guarantee:
- 2.1.1 Clause and Sub-clause headings are for convenience only and shall not be taken into consideration in the interpretation of this Guarantee.
- 2.1.2 The following rules shall apply to the interpretation of this Guarantee:
 - (a) the singular shall include the plural and vice versa;
 - (b) a reference to a gender shall include the other genders;
 - (c) a reference to a law shall include that law as amended, consolidated, re enacted or replaced from time to time;
 - (d) a reference to "Days" means calendar days;
 - (e) the word "**person**" shall include a natural person and any body or entity whether incorporated or not;
 - (f) the words "written" or "in writing" shall include any communication sent by letter, facsimile transmission or email;
 - (g) wherever "**include**" or any form of that word is used, it shall be construed as if it were followed by "**without being limited to**"; and
 - (h) a reference to an "agent" shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
 - (i) a reference to "**time**" shall be a reference to time in Peshawar, Islamic Republic of Pakistan.

_

¹ Delete if the Operator is a single entity.

APPENDIX 2 CONTRACT PARTICULARS

Contact Details

For TPC:

TransPeshawar Company (The Urban Mobility Company)

Ali Tower, Second Floor University Road, Peshawar

KPK, Pakistan

Tel: 0092-91-5700127-8 Email: info@transpeshawar.pk

For the Attention of Chief Executive Officer, TransPeshawar (The Urban Mobility

Company)

For the Guarantor:

<Insert Guarantor's Name>

<Address line1> <Address line2> <Address line3>

Tel: < Insert Guarantor's telephone number>

Fax:<Insert Guarantor's fax number>
Email:<Insert Guarantor's email address>

For the Attention of <____>