

TransPeshawar (The Urban Mobility Company)

Record of Meeting

Agenda/ Projects	Pre-Bid Conference on: - Procurement of Vehicle Operation and Maintenance Services for Peshawar Sustainable Bus Rapid Transit Corridor - Hayatabad Depot		
Date:	03-04-2019 at 10:30 AM		
Venue	Committee Room, TransPeshawar (The Urban Mobility Company)	Chair	Mr. Fayyaz Khan Acting CEO TransPeshawar (TPC)

The following staff attended the meeting from the TransPeshawar (TPC) side:

1. Mr. Mohammad Imran Khan, General Manager Operations and Market Development, TPC.
2. Mr. Ashfaq Rauf, Manager BRT Control center, TPC.
3. Mr. Usman Shafi, Assistant Manager Operations, TPC.
4. Mr. Shahzeb Ali, Procurement Specialist, TPC.
5. Mr. Umer Shafiq, Planning and Operations Specialist, TPC.

List of attendees from companies is enclosed as Annex-B

DECISIONS / DISCUSSIONS

General Manager Operations and Market Development, TPC formally welcomed the participants. Brief description was given to the Bidders about the Project. After the briefing session from TransPeshawar, Bidders were asked to raise the issues which required clarification by TPC. The participants of the meeting raised several questions which were addressed during the meeting and are incorporated in the minutes attached as Annex-A. The meeting ended at 1:30 pm with a vote of thanks from TransPeshawar.

Sr. No	Queries/Comments	TransPeshawar Response
1	<p>Reserve Fund:</p> <p>a) Reserve Fund and its liquidation clauses are an excessive burden on the Operator in presence of Performance guarantee, parent company guarantee and Liquidated Damages deduction entitlement against monthly invoices. The bidder requested to remove the Reserve Fund clauses.</p>	<p>Response/Decision:</p> <p>Reserve fund is the requirement of the RFP for successful performance of the Agreement.</p> <p>No changes required in the bidding document.</p>
2	<p>Escrow Account:</p> <p>a) Bidder asked that Escrow Account should be maintained and operator should be one of the co-signatories.</p>	<p>Response/Decision:</p> <p>All risks of the operator are covered in the agreement. Additionally, there is no need for an Escrow account.</p> <p>No changes required in the bidding document.</p>
3	<p>Evaluation Criteria:</p> <p>b) One of the Bidder asked that they have financial statements for year 2015, 2016 and 2017 and financial statements for the year 2018 is still in process. Will it affect the evaluation of the bidder?</p>	<p>Response/Decision:</p> <p>The Financial Statements/ Audited Reports for the last three Fiscal years has been changed to 2014-2015, 2015-2016, 2016-2017 and three Calendar Years to 2015, 2016, 2017 or latest whichever is applicable in the country origin of operations.</p> <p>Relevant changes have been made in the tender document.</p>
4	<p>Business sharing Formula:</p> <p>a) We understand that Main BRT corridor will be shared with other operators. Kindly specify that what will be the business sharing formula among operators for the shared corridor?</p>	<p>Decision:</p> <p>Two routes will be operating on the main corridor, one of the route will be operated by vehicle operating company positioned at Chamkani Depot and another route by vehicle operating company positioned at</p>

		Hayatabad Depot. No changes required in the bidding document.
5	Liquidation of Performance Guarantee: Kindly liquidate the performance guarantee when it is the last resort available with TPC.	Liquidation of Performance Guarantee as mentioned in the Vehicle Operator Agreement is in line with the requirement of the Project. No changes required in the bidding document.
6	Timeline for submission of Parent Company Guarantee: Kindly specify the time line for submission of the parent company guarantee. Furthermore, kindly claim from the parent guarantor when it is the last resort available with TPC.	Parent company guarantee will be submitted at the time of signing of the agreement and will be treated as a last resort available with TPC. No changes required in the bidding document.
7	Repair and Maintenance of Buses: What will happen If fault arises in bus due to major manufacturing fault and not repairable on the part of the Operator.	Decision/Response: Buses has two years warranty and bus supplier would rectify faults if not attributed to the Operator. No changes required in the bidding document.
8	Full corridor and direct route operations: - Kindly clearly define the term "Full Corridor and Direct route Operations" as this critical term will be the event after which operational level will be revised and taken to next stages.	Response: - It means complete operation of Buses on the main corridor from "Mall of Chamkani" to "Karkhano Market" and all planned direct routes. No changes required in the bidding document.
9	Cancellation of Trips: - Kindly rationalize and make the clause flexible keeping in view the law and order situation in Pakistan, non-avoidable labor and other	Response/Decision: The clause is clear and understandable.

	internal issues. Sigh of relief in such circumstances should be given to the Operator.	No changes required in the bidding document.
10	Availability of Vehicles: Kindly limit the clause only to the extent of Peshawar city only. Also kindly clarify the term "Make such vehicle available" whether this means availability of vehicle at depot?	Decision: The buses will be operated in Peshawar Division. "Make such vehicle available" means location identified by TPC". No changes required in the bidding document.
11	Provision of Financial Information (Clause 21.1 & 21.2): - Kindly delete both clauses as this is needless burden for operator. Once Per Km Rate Is fixed and agreed between two parties, TPC has nothing to do with such financials.	Response: The information is required for successful and efficient contract management of this project. No changes required in the bidding document.
12	Inauguration Ceremony: - Operator should not be make liable for the acts not done by the Operator. Kindly modify the said clause	Response/Decision: At the time of inauguration, all buses would be in the custody of the Operator. Therefore, security of the buses will be Operator's responsibility. No changes required in the bidding document.
13	Addition and deletion of routes: - Kindly limit the clause and changing of routes should not go beyond the ambit of Peshawar City.	Decision/Response: - The buses will be operated in Peshawar Division. No changes required in the bidding document.

14	<p>Material increase or decrease in Operators expenses: - The Bidders requested to make changes in clause 32.8 related to material increase or decrease in operators expenses and make it on quarterly basis instead of yearly basis.</p>	<p>Response/Decision: - The clause is inserted to meet the requirements of the project.</p> <p>No changes required in the bidding document.</p>
15	<p>Quantum of liquidated damages: - Clause 33.2 The right of defense should be given to the Operator to submit and defend its stance against Imposition of the Liquidated damages by the Authority to the extent permitted by applicable law.</p>	<p>Response/Decision: - Liquidated damages shall be imposed based on concrete evidence and will be shared with the Operator. Operator has the right to verify or challenge the evidence to the extent permitted by the applicable law.</p> <p>No changes required in the bidding document.</p>
16	<p>Service Notice: Kindly specify the time period given by the authority to Operator before starting of the operations of first milestone and second milestone which should be at least 30 days.</p>	<p>Response/Decision: - The Operator will be given enough time to be ready for operations.</p> <p>No changes required in the bidding document.</p>
17	<p>Milestone 1 and 2: - Clause 1.1.50 & 1.1.51 of Annex-A What if 2nd milestone is not achieved timely and we have charged some portion of fixed costs against that phase as per its anticipated date?</p>	<p>Response/Decision: - Milestone 1 & 2 in clause 1.1.50 & 1.1.51 means handing over of units instead of operations.</p> <p>Relevant changes have been made in the tender document.</p>

18	<p>Explanation</p> <p>a) Clause 5.8.4 Kindly explain the said clause which companies/members will be restricted from participating in the said tender process. Furthermore, kindly also clarify that whether the winning bidder of vehicle operation and maintenance services for Peshawar sustainable Bus Rapid Transit- Chamkani Depot (Daewoo Pakistan Express Bus Service Limited) will be eligible to participate in the current tender process</p> <p>b) Clause 2.2.3 of Property use Agreement Kindly clarify that what kind of taxes to be bear by the operator under the said clause.</p> <p>c) Clause 2.2.4 of the Lease to Own Agreement For our guidance, Kindly clarify that as per TP what kind of taxes/ tax treatment may come into effect which can affect operator and which operator have to account for while bidding for this project.</p> <p>d) Clause 3.2.1 (b) of Annex-B Kindly rectify the said clause whether from the fourth month or second month?</p> <p>e) Clause 1.1.50 & 1.1.51 Milestone 1 Operation in September, 2019 and Milestone 2 Operation in November, 2019.</p>	<p>Response/Decision: -</p> <p>a) All companies which fulfil the required criteria as mentioned in the RFP are eligible to participate.</p> <p>b) The operator is required to conduct its own due diligence if any taxes are applicable.</p> <p>c) Already responded in para b) above.</p> <p>d) Performance deduction percentage will occur from second month from the commencement date.</p> <p>e) Milestone 1 & 2 in clause 1.1.50 & 1.1.51 has been changed to handing over of units instead of operations.</p> <p>Relevant changes are made in the tender documents.</p>
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19	<p>Alteration to the Property:</p> <p>Operator should be allowed to make routine alterations in the Property.</p>	<p>Response/Decision: -</p> <p>Operator is allowed to make routine alteration in the property subject to approval of TPC.</p> <p>No changes required in the bidding document.</p>
20	<p>Contradiction in clauses:</p> <p>Clause 3.2.2 of Annex-B and Clause 3.2 Annex-C</p> <p>Kindly align number of days mentioned in clause 3.2.2 of Annex-B with relevant days in Annex-C.</p>	<p>Response/Decision: -</p> <p>Both are separate items and will be dealt accordingly.</p> <p>No changes required in the bidding document.</p>
21	<p>No adjustment on account of tires, lubricants and maintenance for first two years:</p> <p>Kindly provide the adjustment on account of Tires Lubricants and Maintenance right from the start of the Operations because all these factors are adjustable factors and the operator has to bear all these expenses right from the start of the operations.</p>	<p>Response/Decision: -</p> <p>As spare parts for two years will be provided to the operator therefore no Adjustments will be made in this category for two years from start of operation.</p> <p>No changes required in the bidding document.</p>
22	<p>Conversion of yearly compensation into monthly compensation:</p> <p>The bidder requested to Kindly convert the yearly compensation payment to monthly compensation payment as mentioned in clause 3 of Annex-C.</p>	<p>Response/Decision: -</p> <p>No change.</p>
23	<p>Reporting Section:</p> <p>Clause 3.1 of Annex-B Sub Section 4</p> <p>Kindly delete the whole section furthermore kindly also delete the</p>	<p>Response/Decision: -</p> <p>No change needed as operational reports are required to supervise the operations of BRT system.</p>

	clauses regarding the submissions of numerous operational reports.	No changes required in the bidding document.
24	<p>Reporting of any litigation, judicial or court proceedings:</p> <p>Clause 34.2.1 of Vehicle Operator Agreement</p> <p>Kindly delete the whole clause because of the generality of the said clause it will be difficult for the operator to report each and every Incident, case, litigation etc</p>	<p>Response/Decision: -</p> <p>The information is required to monitor the performance of operator related to Peshawar BRT system.</p> <p>No changes required in the bidding document.</p>
25	<p>Granting of loans and credit:</p> <p>Clause 34.2.5 of Vehicle Operator Agreement</p> <p>Kindly delete the whole clause because all these issues are relevant to the internal matters of the operator.</p>	<p>Response/Decision: -</p> <p>The information is required to monitor the performance of operator related to Peshawar BRT system.</p> <p>No changes required in the bidding document.</p>
26	<p>Selling of Business Assets:</p> <p>Clause 34.2.2 & 38.2.9 of Vehicle Operator Agreement</p> <p>Operator should allow to sell its assets without disturbing the project and also delete the same clause (clause 38.2.9) from termination section of the Agreement</p>	<p>Response/Decision: -</p> <p>The information is required to monitor the performance of operator related to Peshawar BRT system. Sells of assets will be required subject to the approval of TPC.</p> <p>No changes required in the bidding document.</p>
27	<p>The bidder asked</p> <p>a) Access to Hayatabad depot is restricted or not?</p>	<p>Response/Decision: -</p> <p>a) Controlled access will be provided to the Operator of Hayatabad depot.</p> <p>No changes required in the bidding document.</p>



Addendum No1 to Request for Proposal (RFP)

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

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

REQUEST FOR PROPOSALS (RFP)

Service Providers for Operation and Maintenance of BRT Vehicles – **Hayatabad Depot**

Date: 05.04.2019

Addendum No.1 to the Request for Proposal (RFP)

Due to some clarifications required in the RFP, the following addendum is hereby issued; which shall form a part and parcel of the original document titled “**VEHICLE OPERATION AND MAINTENANCE SERVICE FOR PESHAWAR SUSTAINABLE BUS RAPID TRANSIT CORRIDOR-Hayatabad Depot**”, (Tender No. OPS/VOC/CONT/CORR/2019/012) issued on March 22, 2019. The contents of this addendum shall supersede/replace pages of the original RFP, and shall be read as part of the document.

The aforementioned modified pages are hereby attached with this addendum with changes as highlighted text.

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: Organizational Structure and Staffing (25)			
1.1 Organizational structure	5	Current Organizational structure if the firm has a well-defined departmental structure, such as Accounts, operations, HR/Admin, Quality Management etc No Organization Chart/Hierarchy: 0 Organization Chart/Hierarchy: 5	Organization Chart (In case of JV, apply to all members)
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: Financial Capability (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 2014-2015 ,2015-2016, 2016-2017, 2017-2018 OR three Calendar Years 2015 ,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)
Section 3: Experience in Buses/ Public Transport Service Vehicles (30)			

- 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 Handing over** of 30 units 12-meter and 20 units 18-meter buses in September, 2019.
- 1.1.51 “**Milestone 2**” means **Operations Handing over** of 32 units 12-meter and 10 units 18-meter buses in November, 2019
- 1.1.52 “**Deleted intentionally**”
- 1.1.53 “**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.
- 1.1.54 “**Month**” or “**Monthly**” means a calendar month;
- 1.1.55 “**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;
- 1.1.56 “**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;
- 1.1.57 “**Operating Licence**” means any licence, consent or permit required by the Operator to enable it to provide the Services under this Agreement;
- 1.1.58 “**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;
- 1.1.59 “**Operational Specifications Schedule**” means the schedule annexed hereto as Annex B;
- 1.1.60 “**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;

- 1.1.1 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.

Tools and equipment

- 1.1.2 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.
- 1.1.3 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.

Electricity charging facilities

- 1.1.4 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.
- 1.1.5 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 Handing over** of 30 units 12-meter and 20 units 18-meter buses in September, 2019.
- 2.1.2 Milestone 2: **Operations Handing over** of 32 units 12-meter and 10 units 18-meter buses in November, 2019.

3. KEY PERFORMANCE INDICATORS

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**"):

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

Performance Deduction Percentage (PD%)

- 3.1.2 The Performance Deduction Percentage applicable for a given Month shall be:
- (a) during the first one (01) Month~~s~~ from the Commencement Date, zero percent (0%); and
 - (b) from the **second 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%).
- 3.1.3 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.



TransPeshawar (The Urban Mobility Company)
A company set up under section 42 of the Companies Act, 2017

Bidders Attendance Sheet- Pre-Bid Meeting

Project Name: Vehicle Operation and Maintenance Services for Peshawar Sustainable Bus Rapid Transit Corridor – Hayatabad Depot

Place: Committee Room, TransPeshawar Office, Ali Tower, Second floor, University road, Peshawar

Date: 03-April-19

Time: 10:30 AM

Sr. #	Bidder (Company/ Firm)	Representitive's Name	Signature	Email Address	Contact No.
1	ALBAYRAK PLATFORM TURIZM A.S.	CEMIL SENOCAK		cemil.senocak@albayrak.com.tr	0322 288 4461
2	Speed Line International	Muhammad Shah		speedline_010@igmail.com	0322 9132031
3	Albayrak Platform Turizm	Bilal Haydar		bilal.haydar@Platformturizm.com	0321-3919300
4	Faisal Movers.	Nauman		Nauman786FM@Yahoo.com	0315-8222103 -
5	Madina Express	Shahid Khan		//	0304 9009 710
6					
7					
8					