

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 Project in Chamkani Depot		
Date:	17-07-2018 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. Umer Shafiq, Planning and Operations Specialist, TPC.
3. Mr. Usman Shafi, Assistant Manager Operations, TPC.
4. Ms. Mehreen Tahir, Assistant Manager Operations, 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 and specifically about the changes introduced in the bidding documents. After the briefing session from TransPeshawar, Bidders were asked to raise the issues which requires clarification by TPC. The participants of the meeting raised several questions which were addressed during the meeting and are incorporated in the minutes attached at Annex-A. The meeting ended at 1230 Hours with a vote of thanks from TransPeshawar. The Bidders were also given a trip on the prototype bus to experience the bus to be operated by successfully Bidder.

Sr. No	Queries/Comments	TransPeshawar Response
1	<p>Performance Security:</p> <p>a) Bidders requested to reduce the amount of Performance Security of Rs. 350 Million (Rupees Three Hundred and Fifty Million).</p> <p>b) Performance Guarantee and Reserve Fund liquidation clauses are unnecessary because Operator performance is being evaluated as per performance evaluation criteria mentioned in Annex-C and liquidated damages deducted thereon each month. Therefore, Kindly remove the liquidation of performance Guarantee and Reserve Fund clauses.</p>	<p>Response/Decision:</p> <p>Performance Security for Chamkani Depot is sufficient and no change in Request for Proposal (RFP) document is required.</p> <p>Performance Guarantee and Reserve Fund are required against performance during the contract period and will remain intact in RFP.</p>
2	<p>Special Purpose Vehicle (SPV) Company:</p> <p>a) Bidder asked that can we change the ownership or percentage in the SPV from that of the Bidder company.</p> <p>b) Kindly enhance the time for signing of the Agreement because after furnishing Performance Security winning bidder have to establish and register the SPV which needs sufficient time for registration.</p>	<p>Response/Decision:</p> <p>In case of JV, SPV shall have percentage share of each JV member, and 100 % shares in case of individual bidder. Percentage can be changed within members of JV (bidder) only.</p> <p>Twenty-One (21) days mentioned in RFP is sufficient for establishing SPV as the Performance security should be in the name of SPV. Furthermore, seven days are required for signing the agreement with SPV.</p>

3	<p>Schedule Positioning Kilometers:</p> <p>Bidders asked for clarification about dead mileage that whether it will be paid by TPC or not ?</p>	<p>Decision:</p> <p>Clause 1.1.84 of Annex-A of the Agreement clearly defines Scheduled Positioning Kilometers and Clause 1.1.12 defines Bus Kilometers. Bus Kilometers will be paid in accordance with their definitions.</p>
4	<p>Blacklisting:</p> <p>Participants advised that the Company which failed to initiate the project in previous tender after winning the bid should be temporality blacklisted and/or not considered for the re-tender.</p>	<p>Winning bidder of previous tender has already been treated in accordance with RFP and law.</p>
5	<p>Minimum Guaranteed Kilometers:</p> <p>Bidders raised following concerns regarding Minimum Annual Guaranteed Kilometers: -</p> <ul style="list-style-type: none"> a) It is suggested that the minimum kilometer should be time bound and number of buses should be linked with the minimum kilometers guaranteed to help bidders in preparation. b) The initially settlement of 20,000 Guaranteed Kilometers will be given for all the assigned 128 buses or only for the number of operational buses required for the partial operation. c) Bidders raised concern about the maintenance and insurance of the rest of the buses, other than the operational buses, and requested to revise the assigned Minimum Guaranteed Kilometers. 	<p>Decision/Response:</p> <p>Minimum Guaranteed Kilometers are 20,000 annually and will start from date of commencement of operation for number of buses handed over to operator. Buses are expected to arrive by start of 2019 and TransPeshawar will hand over buses in batches to operator, however, all buses will be handed over to operator by June, 2019.</p> <p>Guaranteed Kilometers of 20,000 will be given for all handed over buses.</p> <p>Minimum Annual Kilometers are in accordance with Clause 10.2.5 of the Agreement.</p>

	<p>d) Bidders requested to clearly state the number of years assigned for each specific slab of Guaranteed Kilometers.</p> <p>e) Bidders also requested to define the number of buses for each slab of Guaranteed Kilometers for ease of calculations for the Bidders.</p> <p>f) Guaranteed Kilometers after Six (6) Months should be 50,000 KMs. Bidders also requested to give time frame as Direct Route operation may be delayed by two years.</p> <p>g) Guarantee Kilometers after Twelve (12) Months should be between 70,000 to 80,000 Kilometers</p> <p>h) Bidder advised to give advance notice of at least 2 x months with respect to advance guaranteed kilometers in order for Operator to cater with Operations, Maintenance, Admin and HR aspects.</p> <p>i) Secondly, enhance the minimum Guarantee KM's to its maximum level from the very start of the operations as it will give the least per Km charge.</p> <p>j) Thirdly, whether annual Guaranteed Kilometers will be available for all 128 buses from the very start of the operations Date or these will be .available partially only for operational buses delivered to us for operation purposes?</p>	<p>Guaranteed Kilometers will be increased to 50,000 kilometers from date of full corridor and Direct Route operations which is expected from June, 2019. Please refer to Clause 10.2.5 of the Agreement.</p> <p>Each slab has 128 buses.</p> <p>Guaranteed Kilometers will be increased to 50,000 kilometers from date of full corridor and Direct Route operations which is expected from June, 2019.</p> <p>Please refer to Clause 10.2.5 of the Agreement.</p> <p>TransPeshawar has already given sufficient time in agreement for operator to prepare for operation.</p> <p>Already responded.</p> <p>Already responded.</p>
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6	<p>Maintenance of BRT Vehicles: -</p> <p>The following questions were asked by the Bidders: -</p> <ul style="list-style-type: none"> a) The Bidders asked to reduce the Contract period to eight (08) years as it will be challenging to maintain the buses for twelve (12) years under these KPIs. b) What is the solution in the contract, if the condition of the buses will be too vulnerable to operate? c) Fuel and electricity consumption of the prototype bus? We request TPC if they can share expected fuel efficiency test results for the prototype buses as well? d) Brake Testing. Operator cannot be bound to carry out brake testing after every 5000 kilometers. It is done as per condition of brakes and OEM recommendations. e) Useful life of vehicle is 1.2 million kms or 12 years whichever occurs first. Based on 20 years of bidder operations experience and worldwide standard, no city bus is driven beyond 5-6 years or max 8 years. Either it should be revised to 8 x years OR, a committee be formed comprising of members from Bus supplier, operator, Client and transport engineer from outside ...which should review the bus condition in totality, after first five years and then every year. It is simply not possible to meet the stringent KPIs with this useful life of 12 x years 	<p>Response: -</p> <p>Buses have life of 12 years and therefore contract period will remain for 12 years.</p> <p>Operator has to maintain the buses in accordance with the maintenance manual for duration of the contract.</p> <p>Bidder has to do their own due diligence in estimation of fuel and electricity consumption for 12-meter and 18-meter buses to be procured for Peshawar BRT.</p> <p>Operator has to carry out brake testing after every 5000 kilometers, and if recommended earlier by law or the maintenance manual, shall carry out brake testing accordingly.</p> <p>Same response as a) above.</p>
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	<p>f) How much time a battery will take to fully charge on slow charger or on_ fast charger?</p> <p>g) How much units of electricity will be consumed to fully charge the battery both on 12m and 18 m bus?</p> <p>h) Can we operate the bus solely on fuel or electricity?</p> <p>i) Will TPC ensure the continuous provision of electricity for charging of batteries?</p> <p>j) How much Kilometers a bus can operate on a single charge?</p> <p>k) Are the quantities of spare parts provided in the RFP fixed?</p> <p>l) Kindly provide the cost of BRT vehicles required for insurance of BRT Vehicles.</p>	<p>Bus specifications / bus model details are attached with the RFP. Bidders shall do their own due diligence on these technical parameters.</p> <p>Same response as f) above.</p> <p>Same response as f) above.</p> <p>Electricity will be provided from the national grid and power shutdown are expected as per schedule of PESCO. No additional or dedicated grid will be constructed / installed for this project and operator shall plan their bus charging accordingly to manage load.</p> <p>Same response as f) above.</p> <p>Spare parts provided in the RFP documents are expected to be consumed over the two years. Any additional quantity over and above, if required, during the first two years will also be arranged by TPC through suppliers. Beyond two years, the operator will be responsible for additional spare parts.</p> <p>Cost of 12-meter BRT Vehicle: PKR 18 Million per Bus (Excluding taxes) Cost of 18-meter BRT Vehicle: PKR 31 Million per Bus (Excluding taxes)</p>
7	<p>Additional Vehicles: -</p> <p>a) The Bidders asked for clarification that if the TPC awards in addition to 128 buses to the Chamkani operator, then in that case who will provide the spares and tools for the buses?</p> <p>b) As per RFP, in addition to the 93 x 12 meter and 35 x 18</p>	<p>Response/Decision:</p> <p>As mentioned in Schedule 7 of Operational Specifications Schedule, spare parts and tools and equipments will be provided to the operator by TPC for additional fleet (more than 50 % of 128 buses) during first year from Effective Date. Please refer to Clause 7.2.1.</p> <p>Same response as a) above.</p>

	meter buses of Chamkani, TPC depending upon the circumstances, may ask the Operator to operate a percentage of vehicles from Hayatabad end. In this case, it would also cater for corresponding spares , equipment, etc. as per Schedule 7 of Ops Specs schedule.	
8	<p>Permission to submit Bid Bond as CDR:</p> <p>The Bidders requested to extend the Bid Submission Date as the time is not enough for issuance of bid bond on behalf of all JV partners as for foreign company lot of compulsory attestations from legal departments are required. Therefore it is requested to extend date till August 15, 2018 or allow to submit the CDR in place of the bank guarantee.</p>	<p>Decision:</p> <p>Bidders are allowed to submit Bid Bond either in shape of Call Deposit Receipts (CDR), Bank Guarantee or Pay Order from Bank.</p> <p>No change in extension of Bid Submission Date.</p> <p>Relevant changes are made on <u>Page 15</u> of RFP.</p>
9	<p>Sales Tax: -</p> <p>Bidder asked to kindly clarify whether Per Km rate will be inclusive of Sales tax or exclusive. And if exclusive then at the time of invoicing we have to add the Sales Tax on Per Km rate?</p>	<p>Response:</p> <p>Clause 6.1 of the Operator Agreement states that Kilometer Charge shall be exclusive of Sales Tax on Services (if any). The Bidders shall not include Sale Tax on Services as part of Kilometer Charge/Financial Offer.</p>

10	<p>Penalties: The Bidders raised concerns about the severity of penalties and requested for the following:</p> <ul style="list-style-type: none"> a) For introducing capping of penalties as well as that of per occurrence. b) Penalties for severe accidents must be relaxed, as if there is one such occurrence then 10% will be charged. c) Penalties are too high and if the Bidder gets penalized by 10% for consecutive few months then the contract will be terminated. So relaxation is required here. d) A detailed discussion was carried out with respect to unrealistic KPIs in previous and last pre bid meetings. However, again TPC has incorporated the same KPIs. They have been designed in such a way that each month essentially the penalties would tantamount to the maximum ceiling i.e. 10 %. Proposed KPIs should be separated for ON corridor and OFF corridor. Otherwise the prospective bidder will have to increase their bid price to cater for this aspect. e) Kindly rationalize the Performance Deduction Percentages as these are very high and will result in 100% performance deduction each month and may trigger contract termination clauses. 	<p>Response/Decision:</p> <p>There is already limit on performance payout percentage which is 10 %. Further capping of individual penalty is not possible.</p> <p>The Liquidated Damages and their percentage occurrence are defined based on violations in similar BRT systems. The level of Liquidated Damages is such that to keep Operator motivated for continuous improvement in their performance.</p> <p>Same response as above.</p> <p>The Liquidated Damages and their percentage occurrence are defined based on violations in similar BRT systems. The level of Liquidated Damages is such that to keep Operator motivated for continuous improvement in their performance.</p> <p>Already responded.</p>
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11	<p>Evaluation Table: - The Bidders requested for changes in evaluation criteria as follows:</p> <p>a) Clause 7.2.1</p> <p>1.3 Total number of human resource needs to be increased.</p> <p>2.1 Average Annual Turnover should be minimum of 3 billion in sales for the last 3 years to ensure small bidder do not take part. Additionally, points for it should be increased.</p> <p>2.2 Net Worth of Transport Business in Last Year in Millions Should be minimum of 1 billion in sales for the last 3 years to ensure small inexperienced bidder donot take part. And distort the bidding process. Additionally, points for it should be increased.</p> <p>3.1 Should increase the minimum years of experience to 5 years and increment of 5 years.</p> <p>3.2 Minimum buses should be 50 instead of maximum 50.</p> <p>4.2 a) Assigning points to Inclusion of existing operating as a JV member is not justified especially in the condition when it is known that there is no such party available.</p> <p>b) Inclusion of Existing Operators as JV members whose</p>	<p>Decision/Response: -</p> <p>Evaluation criteria is framed in such a way to offer ample opportunity for existing operators, suffered due to project, to participate in the bidding process. Secondly, Evaluation criteria is tabled in a way to meet general principles of public procurement. Therefore, no change in the evaluation criteria is required.</p> <p>Same response as above.</p> <p>Same response as above.</p> <p>Same response as above.</p> <p>Same response as above.</p> <p>Same response as above.</p> <p>Same response as above.</p>
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	<p>Shared control will defeat the objective of getting smooth and efficient operations therefore kindly delete this section.</p> <p>4.2 As per Section 4.2, JV clause has been introduced with varying points depending upon the buses of the prospective partner. This point was raised in last meeting also by all the bidders and TPC-KPK had agreed that in KPK, normally local bus operators own only single or a couple of vehicles. Again this point has been incorporated by TPC. Thereby, 10 x points will be lost by the bidder. This should not be included in the evaluation criteria as the operator in the region are usually small and in experienced OR if TPC wants to keep it then the number should be reduced</p>	<p>Same response as above.</p>
<p>12</p>	<p>Depot: - The Bidders requested for clarification/information on the following points: -</p> <ul style="list-style-type: none"> a) Is there any restrooms and rooms for the operator's employees like drivers, washers and other maintenance staff? b) What facilities do we have in VOC dispatch area? c) What is the distance of starting point from the Depot in Chamkani? d) Share layout of Depot for understanding of facilities? Please specify the facilities provided to the operator in the depot. 	<p>Response/Decision: -</p> <p>Facilities in depot are for parking of buses, fuel, charging of buses, shed for maintenance and washing, storage, rest area, wash room etc.</p> <p>Rest room and washroom at the starting point will be provided by TPC. Scheduled positioning kilometers will be paid in accordance with the definition. However, the starting point of Chamkani from depot is less than one Kilometer.</p> <p>Layout of Depot already attached as Annex-B to Property to Use Agreement. Facilities in depot are for parking of buses, fuel, charging of</p>

		buses, shed for maintenance and washing, storage etc.
13	<p>Payment Calculation Schedule: -</p> <p>Clause 1.1 kindly explain how will TPC be calculating the monthly payment for the excess kilometer, is it covered under the formula provided?</p> <p>Clause 1.2 if the payment is not released in 10 days then Kibor+3% should be charged to TPC for delay in payment.</p> <p>Clause 1.3 TPC have adjusted the fuel prices escalation from the start of bid date. You are requested to start the indexation of the remaining items e.g. electricity, lubricants etc. from the bid date as well. And mentioned the base prices in the RFP. The fuel factor should be increased to 35% from 25.5%.</p> <p>Clause 2.2 if the payment is not released in 5 days then Kibor+3% should be charged to TPC for delay in payment.</p> <p>Clause 3.2 if the payment is not released in 21 days then Kibor+3% should be charged to TPC for delay in payment.</p> <p>Clause 3 of Annex-C There is a mathematical error in the statement "Delta Kmy</p>	<p>Response/Decision: -</p> <p>There is no excess kilometer in formula.</p> <p>Please refer to Clause 38.3.2 of the Agreement for measures available with operator regarding delay in payment by TPC.</p> <p>All the indexations are appropriate however base price of electricity shall be that of bid submission date. Kilometer Charge will change with increase or decrease in electricity base price.</p> <p>Please refer to Clause 38.3.2 of the Agreement for measures available with operator regarding delay in payment by TPC.</p> <p>Please refer to Clause 38.3.2 of the Agreement for measures available with operator regarding delay in payment by TPC.</p> <p>There is no mathematical error however for more understanding the</p>

	<p>means the number of Bus Kilometers driven by Vehicles during Year (y) minus the Minimum Annual Kilometer Distance multiplied by the number of Vehicles upon the first Day of Year (y), or zero, whichever is higher” and it should be corrected as “ Delta Kmy means the Minimum Annual Kilometer Distance minus the number of Bus Kilometers driven by Vehicles during Year (y) multiplied by the number of Vehicles upon the first Day of Year (y), or zero, whichever is higher”.</p> <p>Furthermore kindly convert the yearly compensation payment to monthly compensation payment.</p>	<p>sentence is rephrased as follows: -</p> <p>ΔK_{my} means Minimum Annual Kilometers multiplied by the number of Vehicles upon the first Day of Year (y) minus the number of Bus Kilometers driven by Vehicles during Year (y).</p> <p>.</p> <p>Compensation payment shall be annually.</p> <p>Relevant change is made on <u>Page 1 & 4 of Payment Calculation Schedule.</u></p>
14	<p>Selling of Business Assets:</p> <p>Operator should allow to sell its assets without disturbing the project</p>	<p>Response/Decision: -</p> <p>Operator is allowed to sell business assets without disturbing the project.</p> <p>Changes are made on page 20 of the agreement.</p>
15	<p>Escrow Account: -</p> <p>Escrow Account should be maintained and operator should be one of the co-signatories.</p>	<p>Response/Decision: -</p> <p>Please refer to Clause 38.3.2 of the Agreement for measures available with operator regarding delay in payment by TPC.</p>

16	<p>Sharing of Km's</p> <p>Please specify the number of KM's shared by 12 m buses inside the corridor and outside the corridor.</p>	<p>Response/Decision: -</p> <p>Please refer to Annex-C – Payment Calculation Schedule in definition of “OffKm12d” for starting point of measurement for on-corridor kilometers. Each route has different on and off-corridor lengths.</p>
17	<p>KIBOR:</p> <p>Delayed payment by the authority to Operator should bear late payment charges as per prevailing KIBOR for the delayed period.</p>	<p>Response/Decision: -</p> <p>Please refer to Clause 38.3.2 of the Agreement for measures available with operator regarding delay in payment by TPC.</p>



Addendum No1 to Request for Proposal (RFP)

**Vehicle Operation and Maintenance Services for Peshawar
Sustainable BRT – Chamkani Depot**

Tender No. TPC/Operations/VSP-02

REQUEST FOR PROPOSALS (RFP)

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

Date: 20.07.2018

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 BRT-Chamkani Depot**”, (Tender No. TPC/Operations/VSP-02) issued on July 09, 2018. 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.

- (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.

1.1.1 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).

(b) 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 Pay Order **or Call Deposit Receipt (CDR)** in the name 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, the Bid Bond must be on the name of all members 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.

- (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 ~~or~~ **assets;**
- 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

- 34.2.1 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.
- 34.2.1 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.
- 34.2.1 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.

ANNEX C
PAYMENT CALCULATION SCHEDULE

1. Monthly Payment

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

Monthly Payment_m (MP_m)

= Kilometre Charge (adjusted) ×

× (100% × OnKm18_d + 70% × OnKm12_d + 75% × OffKm12_d) × (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.

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.

Adjustment to Kilometre Charge

The relative weighting within the cost structure of the Kilometre Charge is described in the table and shall be used to calculate the variation of cost per Kilometre 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 **of the day of start of operation that of Bid Submission Date. Kilometer Charge will change with increase or decrease in Electricity base price**

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:

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_y

$$= \text{Kilometre Charge (adjusted)} \times \Delta Km_y - RF$$

where:

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

ΔKm_y means **the number of Bus Kilometres driven by Vehicles during Year (y) minus the Minimum Annual Kilometres Distance 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) or zero, whichever is higher.**

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.



Bidders Attendance Sheet- Pre-Bid Meeting

Project Name: Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT – Chamkani Depot

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

Date: 17-july-18

Time: 10:30 AM

Sr.	Bidder (Company/ Firm)	Representitive's Name	Signature	Email Address	Contact No.
1	Gursel J Campak	Nizamettin KOCAMESE		nkocamese@gmail.com	03088881520
2	Daewoo Express	Maula Raza		maula.raza@daewoo.com.pk	03004236652
3	— —	Alisan Fayyaz		alisan.fayyaz@daewoo.com.pk	0334 8080185
4	— —	ZAHID ALI SHAIKH		zahid.ali@daewoo.com.pk	0344-5999623
5	ALBAYRAK PLATFORM TURKMEN. CEMIL SENDOAK	CEMIL SENDOAK		cemil.sendoak@albayrak.com.tr	0322.2884461
6	Albayrak Platform Turizm	Bilal Haydet		bilal.haydet@platformturizm.com	0321-3919300
7		Muhammad Haseen		haseen.mien@platformturizm.com	0324-3707000
8	UPL Limited	Uzair Shahid		uzair.shahid@panasiangrove.com	03008440288
9	VEDA	Abdur Rehman		abdur.rehman@veda.com.pk	0333-4000577
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