



# **Addendum No1 to Request for Proposal (RFP)**

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

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**Tender No. TPC/OPS/VOC/HTD/2022-23/005**

### **REQUEST FOR PROPOSALS (RFP)**

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

Date: 30.05.2022

# **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 SERVICES FOR PESHAWAR SUSTAINABLE BRT-Hayatabad Depot**”, (Tender No. TPC/OPS/VOC/HTD/2022-23/005) issued on May 19, 2022. 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.

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 **Error! Reference source not found.** 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 **Error! Reference source not found.** TransPeshawar Company shall then inform all Bidders of the results in writing.

5.10.3 The opening of the Financial Proposals of qualified bidders 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 **Error! Reference source not found.** 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 and Operational Specification Schedule. The Winner Bidder shall, within **28 35** 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 Service Agreement provided in the RFP, to the Winning Bidder. Within seven working days of the receipt of such Service Agreement, the Winning Bidder through special purpose company shall sign and date the Service 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.

### **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 F and in the amount of PKR 250,000,000 (Two hundred & Fifty Million). The Performance Guarantee shall have a term of one (01) year 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) **assessed after three years**. 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 one year** 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 **Error! Reference source not found.**
- 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.

- 44.5 The Operator shall effect and maintain full comprehensive insurance in respect of Depot 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. **TPC The Operator** 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.
- 44.7 For the purpose of insurance of Vehicles, the cost of 12-meter BRT Vehicle is USD 155,530 (Excluding duties and taxes).

#### **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 **Error! Reference source not found.** 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.

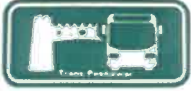
#### **46. Periodic review of the Agreement**

- 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.

Sr.n	KPI	Failure Event	Performance Deduction Percentage (PD %)
2.3	Compliance with Routes	Vehicle not stopping and/ or maintaining all or partial doors open for a minimum of ten (10) seconds or specified instruction at a designated Station/ <b>Bay</b> 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 %
2.5	Travel Time Regularity	Observed trip completed early or late = (No of trips completed late or early from scheduled travel time x 100) / (Total no of trips operated)	1 % per 5 % of observed trip completed late or earlier & below 95 % (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 % (Acceptable limits of the gap between actual and scheduled travel time is $\pm 10\%$ )
2.6	Reliability of Buses/ No. of Breakdowns	Breakdowns = 70,000 x (Monthly No of Breakdowns/Monthly Total Kms Plied) (Rounded to nearest integer)	0.5 % per <b>Breakdown</b> over and above 1 (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
<b>3</b>	<b>FLEET</b>	<b>Assessment through TPC inspections / spot checks</b>	
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





# TransPeshawar (The Urban Mobility Company)

A company set up under section 42 of the Companies Act, 2017

## Attendance Sheet for Pre-Bid Meeting (Bidders)

Ref. No: TPC/OPS/VOC/HTD/2022-23/005

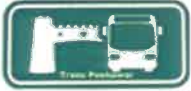
Procurement Title: Request for Proposal for "Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT – Hayatabad Depot"

Place: Conference Room TransPeshawar (The Urban Mobility Company) Office, TransPeshawar Head Office, Chamkani

Date & Time: May 27, 2022 (11:30 AM PST)

No.	Bidder's Name	Representative's Name	Designation	Contact No.	Email	Signature
1.	VPL	Badar Khan	Bus BU	0300844301	badar.khan@pakistanigroup.com	
2.	VPL	Rashid Saeed	CM-Affairs	03028515680	rashid.saeed@pakistanigroup.com	
3.	F.M. Express	WARAR HAIDER	Group Head	0321-8446837	malikwagard@faisalmoves.com	
4.	Faisal Moves	Nauman Hafeez	H.O. Operation	0315-8222103	Nauman@FEM@Yahoo.com	
5.	VEDA Transit Sol.	Abdur. Rehman	COO	0333-400577	abdur.rehman@veda.com.pk	
6.	Veda Transit	Qurban Abbas	Mgr. Ops.	0321-4322373	qurban.abbas@veda.com.pk	
7.	DAEWOO PAK EXPRESS BUS	KHURRAM MUDA	N.P-URBAN DIVISION	0334-4234670	khurram-muda@daewoo.com.pk	
8.	DPEBSL	Anwaar-ul-Majeed	Manager	0333-9094009	anwaar.majeed@daewoo.com.pk	
9.	DAEWOO EXPRESS	Engr. Hafiz Usman	Manager	0314-4288997	hafiz.usman@daewoo.com.pk	

10 ZAWO AG SWAN DAEWOO DGM. 0344-5771623 Zaid. Ali@DAEWOO.COM.PK



# TransPeshawar (The Urban Mobility Company)

A company set up under section 42 of the Companies Act, 2017

## Attendance Sheet for Pre-Bid Meeting (Members/Participant)

Ref. No: TPC/OPS/VOC/HTD/2022-23/005

Procurement Title: Request for Proposal for "Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT – Hayatabad Depot"

Place: Conference Room TransPeshawar (The Urban Mobility Company) Office, TransPeshawar Head Office, Chamkani

Date & Time: May 27, 2022 (11:30 AM PST)

No.	Name of Member/Participant	Designation	Contact No.	Email	Signature
1.	ASHFAQ RAUF	Manager ops	0322-7777485	ASHFAQ.RAUF@GMAIL.COM	
2.	M-USMAN SHAFI	AM OPS TPC	0345-919557	amops+tpc@gnait.com	
3.	Khalid Ahmed	Procurement Specia	03339971624	Khalid.ahmed@trav	
4.	M-Umer Shafiq	PG OS	0314-498928	umershafiq@live.com	
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