



## TransPeshawar (The Urban Mobility Company)

### Record of Meeting

<b>Agenda/ Projects</b>	Pre-Bid Conference on: - Vehicle Operation and Maintenance Services for Peshawar Sustainable BRT - <b>Hayatabad Depot</b>		
<b>Date:</b>	27-05-2022 at 11:30 AM		
<b>Venue</b>	Committee Room, TransPeshawar (The Urban Mobility Company)	<b>Chair</b>	Mr. Muhammad Imran Khan GM Operations and Market Development TransPeshawar (TPC)

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

1. Mr. Ashfaq Rauf, Manager BRT Control center, TPC.
2. Mr. Khalil Ahmed, Procurement Specialist, TPC.
3. Mr. Usman Shafi, Assistant Manager Operations, TPC.
4. Mr. Umer Shafiq, Planning and Operations Specialist, TPC.

List of attendees from companies is enclosed as Annex-B.

### DECISIONS / DISCUSSIONS

Pre-bid meeting started with the recitation of Holy Quran. General Manager Operations and Market Development TPC formally welcomed the participants. Brief description was given to the Bidders about the existing operation of BRT, the success story, evaluation criteria, important clauses of Agreement and Operational Specifications were discussed. After the briefing session from TransPeshawar, potential 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 03:00 pm with a vote of thanks from TransPeshawar.



Sr. No	Queries/Comments	TransPeshawar Response
1	<p><b>Performance Guarantee &amp; Establishment of SPV</b></p> <p>i) The Bidder asked that 28 days for submission of Performance Guarantee and Establishment of SPV after Letter of Award are not enough and requested provision of reasonable time to fulfill the contractual requirement.</p> <p>ii) The Bidders suggested that either the Performance Guarantee be fixed for the tenure of the Contract or to keep the amount of Performance Guarantee fixation on three years rolling basis instead of annually as it increases our Administrative cost.</p> <p>iii) AA Bank rating for issuing of Performance Guarantee shall be amended to A+ rating.</p> <p>iv) Operator is a Special Purpose Vehicle with no assets/ income on balance sheet, therefore it is impossible for the Operator to</p>	<p><b>Response/Decision:</b></p> <p>i) The time for submission of Performance Guarantee and establishment of SPV extended to 35 days and clause 5.11.1 of the RFP will be amended accordingly.</p> <p>ii) The changes are made as follows “The amount of the renewed or replacement Performance Guarantee is greater of PKR 250,000,000 (Two Hundred &amp; 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 one year before the month in which the determination is being made.”</p> <p>iii) AA bank rating for establishment of Performance Guarantee is required as per Clause 3.3 of the agreement and will remain unchanged.</p> <p>iv) The Standard Format of Performance Guarantee is drafted accordingly and the successful bidder shall furnish performance</p>



	<p>provide Performance Guarantee. Performance Guarantee should be provided by the successful bidder on behalf of the Operator.</p> <p>v) The amount of Performance Guarantee is too much and should be reviewed and optimized.</p>	<p>guarantee on behalf of the SPV.</p> <p>v) Keeping in view the scope of works in the contract, the amount of Performance Guarantee is reasonable and does not require optimization.</p> <p>Changes required are made in the bidding document.</p>
2	<p><b>Provision of Fleet Operators:</b></p> <p>The Bidders asked if there is any provision for Fleet Operators and requested to be included.</p>	<p><b>Response/Decision:</b></p> <p>The experience required in the evaluation criteria is for Public Transport Service Vehicles including Urban and intercity. The Section 7 of the RFP is very clear regarding this.</p> <p>No changes required in the bidding document.</p>
3	<p><b>Guaranteed Kilometers:</b></p> <p>The Bidders asked that the guaranteed Kilometers spread shall be on annual basis instead of ensuring it at the end of the contract which will help Operator to estimate revenue annually. Furthermore, if the Operator is not able to operate these buses for reasons not attributable to the Operator, what will be the mechanism for reimbursement of fixed cost that Operator is incurring on the payment of employees' salaries, maintenance of MOH, maintenance of bus stops etc. Bidder also requested for time and procedure of</p>	<p><b>Response/Decision:</b></p> <p>The bidders shall do their estimation of all operational costs and their revenue for incorporation in the Kilometer Charge. The Minimum Kilometer Distance shall remain same for life of the Agreement as mentioned in Clause 10.2 of the agreement. Furthermore, if due to whatever reason operator is unable to operate these buses, no compensation will be provided as Kilometer are guaranteed for life of the agreement. Payment procedure and time periods for compensating at end of the Agreement are given in Annex-C (Payment Calculation</p>



	compensation at end of life of the Agreement.	Schedule).  No changes required in the bidding document.
4	<p><b>Insurance from NICL</b></p> <p>i) The Bidders asked if Insurance from NICL is mandatory or may be provided by private insurance company. Furthermore, which facilitation TransPeshawar may provide if the Operator faces issues with NICL regarding claims. The bidders also added that insurance from NICL is not practically doable and will hinder the process and affect financial impact of the company. Also recommended that insurance may be done through TPC.</p> <p>ii) Bidder also told that assets price for Direct Stops and Mall of Hayatabad will be required for the purpose of procuring insurance.</p> <p>iii) Third party should be responsible for all their installations including assets, stocks at MOH. As Basement 1 and Basement 2 of MOH will be used by TPC for the parking and commercial activities, therefore, Operator should not be responsible to procure insurance of third-party assets/vehicles/stock/installations at B1 and B2. Respective parties should procure their insurances as per applicable laws.</p>	<p><b>Response/Decision:</b></p> <p>i) As mentioned in Clause 44 of the Agreement, insurance of Buses and Public Property shall be insured from National Insurance Company Limited (NICL) in accordance with the Applicable Law. Any facilitation required from TransPesahwar will be provided to Operator. The Operator shall get insurance from NICL in accordance with the Applicable Law.</p> <p>ii) The estimated assets cost of single direct bus stop is PKR. 500,000/- and Depot is PKR. 2 Billion.</p> <p>iii) The Operator is not responsible for insurances of third-party assets at B1 &amp; B2 such as vehicles parked in B1, B2 and shops in B1 &amp; B2 and Ground Floor. Furthermore, the last sentence of Clause 44.5 is corrected as “<b>Operator</b> shall be liable for and pay all premiums in respect of such insurance.” The Operator is responsible only for Ground floor and first floor which are defined as Depot.</p>



	<p>iv) TPC shall bear all costs related to the insurance of buses as Buses are in the name of TPC.</p> <p>v) 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, Direct routes stops, Equipment at Mall of Hayatabad (whose O&amp;M responsibility rests with the Operator) and the Staging Area, for such amount and on such terms and conditions as are reasonably approved by TPC. TPC shall be a co-insured under any such policy. The Operator shall be liable and pay for the necessary premiums in respect of such insurance.</p>	<p>iv) Responsibility of insurance is clearly spelled out in the contract and does not require any changes. The cost of insurances shall be on Operator part.</p> <p>v) Responsibility of insurance is clearly spelled out in the contract and does not require any changes. Furthermore, its operator responsibility to get insurance in accordance with Applicable law.</p> <p>Changes required are made in the bidding document.</p>
5	<p><b>Employment Opportunity Program</b></p> <p>The Bidders asked about the 30% requirement of Employment Opportunity for the Affected Employees of the existing public transport in Peshawar as per the given EOP list. Further, whether TPC impose condition on fixation of minimum salary of staff inducted from the EOP List or it discretionary for Operator to decide the salary of EOP staff based on their skill set and experience.</p>	<p><b>Response/Decision:</b></p> <p>The requirement of hiring of 30% staff from EOP list is mandatory subject to the condition that the criteria for qualification and experience is met by affected employees as explained in Clause 15.4 of the Agreement. The salary shall not be in violation of Applicable law and shall be made as per procedure of the Operator company policies.</p> <p>No changes required in the bidding document.</p>
6	<p><b>Outsourcing of Drivers;</b></p> <p>i) The bidders requested to remove the restriction of drivers</p>	<p><b>Response/Decision:</b></p> <p>i) It is responded that Drivers shall be the Employees of the</p>



	<p>outsourcing.</p> <p>ii) On time release of payment from TransPeshawar. Salaries of staff is directly related to release of preceding month payment by TPC to operator. As soon as operator receives payment from TPC, operator will disburse staff salary within 5 working days.</p>	<p>Operator and cannot be outsourced as per the terms and conditions of the contract. The Clause 1.2.1 (a) of the Operational Specification Schedule is justified and does not require any change.</p> <p>ii) The Operator shall have sufficient working capital to pay the salaries within days as mentioned in agreement irrespective of payment by TPC. TransPesahwar will pay to Operator in time frame as mentioned in Annex-C.</p> <p>No changes required in the bidding document.</p>
7	<p><b>Mandatory Works:</b> The Bidder asked the following;</p> <p>i) What will be the extent of rectification/ maintenance of Civil works.</p> <p>ii) Mandatory works such as cutting of trees requires approval of competent authority.</p> <p>iii) The term “any other task” is vogue and may be modified as</p>	<p><b>Response/Decision:</b></p> <p>i) The quantity of the Mandatory Civil works is clearly spelled out in the relevant Clause of the Agreement and its attachment. The Operator is only responsible for the Civil works mentioned in the agreement. Please refer to Clause 1.14, 1.26, 1.27 of the Operational Specification Schedule for mandatory works and other clauses of agreement and its attachment.</p> <p>ii) TransPeshawar will issue approval for cutting of trees whose approval is requested by the Operator.</p> <p>iii) The task as mentioned in Clause 1.26.1 of Operations</p>



<p>“tasks assigned through mutual consent”</p> <p>iv) What will be the modality for the provision/ Application of sealants and What if the quantity exceeds the quantity mentioned in the contract.</p> <p>v) Bidder proposed that a certain rate shall be deducted from the Operator and a separate contract shall be executed by TransPeshawar for Civil Works.</p> <p>vi) Kindly explain the term “minor works” mentioned in the contract.</p> <p>vii) The bidder asked that construction is mandate of companies registered with PEC and as such would require license from PEC.</p> <p>viii) Bidders requested to remove all mandatory civil works from the Agreement due to multiple reasons.</p>	<p>Specification Schedules is related to Night Inspector to perform task which are in their individual capacity. Furthermore, would perform other such tasks which are required as part of inspection report for TPC to execute necessary Works. The work includes addressing reporting issues of emergency nature, illegal banners on bridges pillars, reporting issues, etc. The Clause is clear and does not requires modifications.</p> <p>iv) Refer to clause 1.26.2 of the contract, which provide details specification and scope of work. Furthermore, the Operator is only responsible for the quantity mentioned in the agreement.</p> <p>v) The requirements are mentioned clearly in the document and the operator shall estimate the costs and execute the works accordingly.</p> <p>vi) The minor work as mentioned in Clause 1.26.1 (d) means the task which can be performed by Night Inspector in individual capacity and required for safe operation of the bus or reporting to TPC.</p> <p>vii) It was responded that these are not construction work rather minor repair works which are required for safe operation of buses and as such licensing of PEC is not required. Therefore, it shall remain on part of the Operator.</p>
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	<p>ix) TPC to suggest the indexation mechanism for adjustment in mandatory civil works.</p> <p>x) Bidders recommended that Frequency of fixing of loose bolts, cutting of trees, and cutting of extended objects should be changed from once a day to once a fortnight.</p> <p>xi) Our understanding is that the Operator shall only share the inspection report of the Corridor and, in any case whatsoever, shall not be responsible to rectify any issues faced during the Corridor inspection.</p>	<p>viii) The mandatory work is part of the agreement to mitigate risks for smooth operation of the buses. The operator may hire professionals from market to enhance the capability. The operator shall execute mandatory works as part of agreement.</p> <p>ix) The cost of mandatory work is included in Kilometer charge and cost adjustments are made accordingly for all mandatory works. No separate indexation is required.</p> <p>x) The inspection will be daily while the frequency of activity is need based and not daily.</p> <p>xi) Yes, shall only share inspection report for TPC to take necessary action. The scope of work to be executed is limited to mentioned in mandatory work section and written in scope of work of night inspector.</p> <p>No changes required in the bidding document.</p>
8	<p><b>Direct route Bus Stops</b></p> <p>The Bidder asked the following</p> <p>i) Is the Direct routes Bus Stops to be constructed or maintained as there are some stops which require major repair. TPC to please confirm, who is responsible for the initial capex required on these bus stops at the initial stage.</p>	<p><b>Response / Decision:</b></p> <p>i) At the time of handing over of Direct Routes Bus Stops, the condition of the stops will be documented. The Operator shall be responsible for maintenance of the stop(s) in the condition as handed over. No construction work is required or missing poles</p>





<ul style="list-style-type: none"><li>ii) Some stops not possible to wash or clean as too congested.</li> <li>iii) There are drug addicts and other encroachments at Bus stops which may lead to severe possible disputes/ fatalities for serving staff. Such task falls under encroachment law and order and is usually performed by police.</li><li>iv) Cleaning of passenger seats at Shelters at least once in every two hours from 9 AM to 6 PM is impossible to manage and it is suggested that stops cleaning activity may be performed once in a day.</li><li>v) The bidder suggested that the operator may be held responsible for security of infrastructure of bus stops during operational hours only.</li><li>vi) Please confirm if the Operator will have the discretion to</li></ul>	<p>to be erected. Please refer to Clause 1.27 of the Operational Specification Schedule for details of mandatory works. Arrangement of Tools and equipment shall be responsibility of Operator.</p> <ul style="list-style-type: none"><li>ii) The Operator shall follow cleaning schedule as per Clause 1.27.2 (a) of the Operational Specification Schedule (OSS) and Washing as per plan mentioned in 1.27.3 of the (OSS). The plan for washing shall be shared by Operator and approved by TransPeshawar.</li><li>iii) The Operator may engage private security in this regard and shall lodge FIR against criminals who attack staff and shall get assistance from Police.</li><li>iv) The Operator is required to engage sufficient staff to meet the required KPI.</li><li>v) The Operator shall be responsible for security of infrastructure of the bus stop for 24 x 7 as mentioned in the agreement.</li><li>vi) Yes, the Operator has discretion to install digital signboards as</li></ul>
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	<p>install digital signboards on the bus stops. If yes, who'll be responsible for provision of electricity? Also, please confirm the applicable tax rates on the marketing revenue and who'll be responsible to pay the same.</p>	<p>given in annexure. Furthermore, electricity is responsibility of Operator and the revenue streams will also go to Operator. The Operator shall pay local taxes. Please refer to Clause 1.10 of OSS.</p> <p>No changes required in the bidding document.</p>
9	<p><b>Hayatabad Depot:</b> The Bidder asked the following</p> <ul style="list-style-type: none"><li>i) Whether the Depot has Dedicated feeder/ HT Line.</li><li>ii) Rate of charge of Generators to be paid to the Bidder. Furthermore, the price of Electricity through Diesel Generator needs to be priced accordingly as the NEPRA price per unit is far less than the Cost of electricity generated by Diesel Generator.</li><li>iii) Rate of Electricity for Hayatabad Depot is flat or commercial.</li><li>iv) Can the drawings of the Depot be shared with the Bidders?</li></ul>	<p><b>Response/Decision:</b></p> <ul style="list-style-type: none"><li>i) Hayatabad Depot has a planned dedicated feeder/ HT Line.</li><li>ii) TPC shall pay electricity bill as per procedure mentioned in Clause 1.15 of the OSS. The clause mentions which facilities to be reimbursed to Operator. The building has common facilities and usage cost could not be separated. The electricity charges of main sewerage system of Mall of Hayatabad, water supply system of Mall of Hayatabad, ventilation / exhaust system of Mall of Hayatabad and commercial activities in B1 and B2 shall be borne by TPC. Similarly, the additional cost due to running of generator will be on Operator where TransPeshawar shall pay only applicable NEPRA rate as explained in 1.15.3 of the OSS.</li><li>iii) Rate charged for Mall of Hayatabad is flat and commercial.</li><li>iv) The potential bidder can have received civil construction drawing and E&amp;M drawing from TransPeshawar free of cost which</li></ul>



<p>v) What if Depot is not handed over</p> <p>vi) What if TransPeshawar pays bill and deduct the Operators expense from the running invoice as the Electricity bills if paid by Operator will cause a serious cashflow requirement and reimbursement may take longer times, it will be difficult to manage for Operator and its financial impact cannot be covered in the financial model.</p> <p>vii) Potential bidders asked to Hand over the commercial floors to the Operator for generation of the revenue.</p> <p>viii) Why the Operator shall pay the Electricity Bills of shops in Hayatabad.</p> <p>ix) In what condition Hayatabad Depot will be handed over to the Operator i.e., will the Elevators etc., be in the operational condition?</p>	<p>provide size, parking, facilities details etc.</p> <p>v) Operations from Hayatabad Depot is subject to the availability of Hayatabad Depot.</p> <p>vi) The operator shall pay for the Electricity Bills of the Depot including commercial shops and it will be reimbursed to the Operator in accordance with procedure as defined in Clause 1.15 of OSS.</p> <p>vii) TransPeshawar will conduct a separate tender for commercial activities in the building and the Operator can participate at that time.</p> <p>viii) As already explained, the building will receive a single electricity bill from the PESCO. The Operator shall pay the bill on behalf of TransPeshawar and the cost will be reimbursed to Operator in accordance with the procedure explained in 1.15 of OSS.</p> <p>ix) Hayatabad Depot will be handed over to the Operator in the condition in which it is taken over by TransPeshawar from Peshawar Development Authority. Deduction shall be made from Kilometer Charge in accordance with procedure as explained in Clause 4 of Annex-C of the Agreement i.e. Payment Schedule.</p>
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	x) The Bidder asked about the cost of Depot for insurance.	x) The estimated costs are explained in para 4(ii) above. No changes required in the bidding document.
10	<b>Reserve Fund:</b> Bidders asked TPC has already demanded performance guarantee in the RFP, requirement for submission of reserve fund in addition of the Performance Guarantee shall be removed.	<b>Response/Decision:</b> Establishment of Reserve Fund is the requirement of the Contract and is rational as the procedure for liquidation (fully or partially) of the Performance Guarantee involve administrative procedure and may take time. No changes required in the bidding document.
11	<b>Additional and Replacement of Fleet:</b> The bidders asked the following i) It is difficult for bidders to estimate price for Additional vehicles as there will be no spare parts and TPC will decide whether to go to Lease to own agreement or not. Furthermore, recommended that Induction of New Fleet and Initial Fleet should be on same terms and conditions. ii) For additional buses, the Employer must be re-negotiating the rates and terms for avoiding the financial loss of the successful bidder.	<b>Response/Decision:</b> The bidders shall do all due diligence in estimation of all operational costs for incorporation in the kilometer charge as per the requirements of the Agreement. The Clause 7.2 of the Agreement is clear and does not requires further clarification. Re-negotiating of Kilometer Charge is not allowed. No changes required in the bidding document.
12	<b>Dead line for submission of Bids &amp; second Pre-bid Meeting:</b> The bidders asked the following i) Extension of the Bid Submission date to at least 2 weeks as it	<b>Response/Decision:</b> i) The bidder has ample time for working on the bids. Therefore,



	<p>has other heads in addition to the Operations and a lot of input is required from third-party vendors for Civil works, security provider and material suppliers as mentioned in the contract.</p> <p>ii) Pre-Bid Meeting must be conducted again after the complete survey of the route by the bidder through a TPC representative for better understanding, then the Bidder will submit the competitive rate.</p>	<p>the timeline for submission of bids remains the same i.e. June 13, 2022.</p> <p>ii) All the questions of the bidders were responding in the Pre-bid meeting and its minutes and second pre-bid meeting is not required.</p> <p>No changes required in the bidding document.</p>
13	<p><b>Restriction of number of pages for Technical Offer:</b></p> <p>The Bidder asked that the restriction of number of pages for Technical Offer to 50 may be increase.</p>	<p><b>Response/Decision:</b></p> <p>The supporting documents i.e., audit statement, route permit, contracts and list of HR etc. required for the bidding has no restriction.</p> <p>No changes required in the bidding document.</p>
14	<p><b>Requirement of Human resource in Evaluation Criteria:</b></p> <p>i) If the drivers engaged by the Bidder are outsourced, whether these will be considered at the strength of the Bidder in Evaluation criteria or otherwise, even upon the submission of the contract agreement with the previous sub-contractor.</p> <p>ii) Is it important to have Bank Statement of the Employees.</p>	<p><b>Response/Decision:</b></p> <p>i) It is responded that in evaluation of the proposal only those staff will be considered who are on the pay roll of the Bidder. The bidder may come with their previous sub-contractor in JV but cannot claim his experience and HR.</p> <p>ii) The bidders bank statement shall be submitted reflecting salaries transferred to their employees. Individual employees bank statement is not required.</p>



	<p>iii) Requirements of EOBI, ESSI and compliance of Labor Laws.</p> <p>iv) Compliance of Routes at Sr. No. 3 of Clause 3 “Key Performance Indicators”</p> <p>v) The bidder asked for who is responsible for payment of costs for cards used in operation of AVL / OBU.</p>	<p>iii) Requirement of EOBI, ESSI and general compliance of labor laws have been explained to the Bidders in detail and the Bidders were informed that they shall strictly follow the Labor Laws as explained in Clause 1.2, and shall submit proof as part of invoice.</p> <p>iv) The word “<b>Bay</b>” is added with the “station” at Sr. No. 2.3 i.e. “Compliance of Routes” of Clause 3 “Key Performance Indicators”</p> <p>v) It is the responsibility of the Operator to arrange/ purchase AVL cards for drivers and printing on cards as per specification provided by ITS company.</p> <p>Changes required are made in the bidding document.</p>
15	<p>The Bidders asked about the timelines for start of Operations from Hayatabad Depot.</p>	<p><b>Response/Decision:</b></p> <p>The handing over of buses are expected as per Clause 2 of Annex-B (OSS) and the Operations from Hayatabad Depot is expected within time period given in Clause 7.1.3 of the Agreement.</p> <p>No changes required in the bidding document.</p>
16	<p><b>Impact of additional Routes</b></p> <p>The Bidder asked that if the additional routes are added, there will be an incremental increase in the fixed cost to be bear by the bidder and suggested an incremental price for new routes may be adopted.</p>	<p><b>Response/Decision:</b></p> <p>The bidders were advised to please read Clause 32 (specially 32.3 and 32.8) of the Agreement where TPC has the power to issues SOP for various aspects of Operation and the Operator shall bound to accept /</p>



	Furthermore, the bidder asked that when two operators are engaged it may increase cost of operation and difficult for bidder to estimate.	follow the SOP even if the SOP has an estimated expense one percent (1%) of the average Monthly payments to the Operator as further explained in detail in above clause. No changes required in the bidding document.
17	The Bidders asked that it is practically difficult to submit Bid Bond on behalf of the JV.	<b>Response/Decision:</b> The Bid Bond can be submitted as per Schedule 6 of the RFP or in the shape of Call Deposit Receipt (CDR) from the schedule Bank of Pakistan. CDR can be submitted by any one member of the JV. No changes required in the bidding document.
18	<b>Bid Bond</b> The Bidder asked that Bid Bond can be signed by Company Secretary of the Bank or can be signed by any other officer.	<b>Response/ Decision:</b> The Bid Bond may be signed by any authorized officer of the bank and Company Secretary is not a mandatory requirement. No changes required in the bidding document.
19	Bidder requested that the requirement of initial on RFP and its attachment may be deleted and such requirement shall be fulfilled by adding suitable sentence in proposal submission letter for serving the purpose.	<b>Response / Decision:</b> Signing and stamping the RFP is a token for accepting the terms and conditions of the bidding documents and shall be submitted accordingly. No changes required in the bidding document.
20	<b>Taxation &amp; Change of Law</b> Any change in applicable taxes, duties etc. fifteen (15) days prior to the bid submission deadline is fully pass-through and adjusted in per km rate of the bidder. Furthermore, any change in law fifteen days	<b>Response / Decision:</b> The Operator shall estimate taxes etc. and no adjustment in tax rate, what so ever, be applicable. Furthermore, the Clause related to Change in Law is clear and does not requires further clarification.



	prior to the bid submission date should be fully pass- through and adjusted in per KM rate.	No changes required in the bidding document.
21	For the first two years, Bus Supplier or the Operator should be responsible to pay out the costs required to perform the services related to vehicle emissions test/Vehicle Inspection Test as mentioned in Clause 26.3.	<b>Response / Decision:</b> The Operator shall be responsible for such costs.  No changes required in the bidding document.
22	<b>Training of Drivers</b> Please specify, who is responsible to bear costs related to the maintenance and fueling of buses during the driver training and testing phase.	<b>Response / Decision:</b> Operator is responsible for costs related to training of drivers.  No changes required in the bidding document.
23	<b>Procurement of Washing Plant, Generator and Fuel Station</b>  i) Instead of decision being made at the point of contract signing regarding procurement, specification etc., of Generator, Washing Plant and Fuel station (structure, fuel tanks etc.) it is requested to confirm the procurement and specifications of these assets at this stage.  ii) It is suggested that instead of 2x fuel dispenser, 3x fuel	<b>Response / Decision:</b>  i) The Operator shall estimate the costs in Kilometer Charge and TPC will deduct payments in accordance with Annex-C, if to be procured by TPC. In case TPC procure, the specification / brands of these equipment will be as determined by TPC and in case of procurement by Operator, these specifications / brands shall be decided by the Operator. Deduction will be made strictly in accordance with the bidding documents. In each case, the purchaser (TPC or Operator) shall be responsible for price hikes of these equipment.  ii) The Depot is already planned and provision for justified number





	dispensers should be installed in order to complete the fueling of more than 80 buses.	of fuel dispenser is already there.  No Changes required in bidding document.
24	<p><b>Operation and Maintenance of Mall of Hayatabad</b></p> <p>i) All the costs for the maintenance of these systems on B1 and B2 will be on account of TPC. Please confirm if, our understanding is correct.</p> <p>ii) Operator is not responsible for any initial capex on the procurement and installation of equipment mentioned in clause 1.14.</p> <p>iii) Further, bidder ask about spare parts for B1 &amp; B2 as well as damage, theft and short circuit of equipment in B1 &amp; B2.</p>	<p><b>Response / Decision:</b></p> <p>i) Please read Clause 1.14, 1.15 and 1.16 of Operation Specification Schedule which provide details of Operator O&amp;M responsibilities. In addition to other responsibilities mentioned in the Agreement, the Operator is also responsible for operation and maintenance of systems in B1 &amp; B2 as detailed in above clauses.</p> <p>ii) All the assets will be handed over to the Operator in operating condition and the Operator has to operate and maintain these equipment's for the entire contract duration. Furthermore, the Operator shall be responsible for tools and equipment required for maintenance as mentioned in the OSS, in addition to other responsibilities mentioned therein.</p> <p>iii) It is further clarified that Operator is responsible for O&amp;M of equipment including spare part which are mentioned in OSS for Mall of Hayatabad. Similarly, any damage, theft, short circuit etc. will also be the responsibility of Operator for equipment for which Operator is liable. All spare parts/ equipments, activities which</p>



<p>iv) The bidder also requested that maintenance of all conduits, pipes, data cables, power cables relevant to the scope of work shall be limited to Ground floor and first floor.</p> <p>v) TPC to please confirm, are these generators will be used exclusively by the Operator to provide back-up electricity supply on Ground Floor and First Floor Only or back- up electricity has to be provided on B1 and B2.</p> <p>vi) TPC to please confirm, who is responsible for the replacement and up-keep of the firefighting system, if required during the contract duration.</p> <p>vii) Operator should be responsible for its own electricity consumption at Ground Floor and First Floor. As TPC is generating revenue from B1 and B2, it should be responsible for the payment of electricity consumption on these floors.</p> <p>viii) Insurance of MOH should be the responsibility of TPC. Further, operation and maintenance of all the systems, equipment's etc. installed on B1 and B2 should be the responsibility of TPC.</p>	<p>are required for running and keeping equipment in good condition is responsibility of Operator.</p> <p>iv) All maintenance work shall be in accordance with the scope of work mentioned therein.</p> <p>v) Please read Clause 1.14, 1.15 and 1.16 of Operation Specification Schedule which provide details of Operator O&amp;M responsibilities.</p> <p>vi) Please read Clause 1.14, 1.15 and 1.16 of Operation Specification Schedule which provide details of Operator O&amp;M responsibilities.</p> <p>vii) Please read Clause 1.14, 1.15 and 1.16 of Operation Specification Schedule which provide details of Operator O&amp;M responsibilities.</p> <p>viii) Please read Clause 1.14, 1.15 and 1.16 of Operation Specification Schedule which provide details of Operator O&amp;M responsibilities.</p> <p>No changes in the bidding document.</p>
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25	Please elaborate the BRT System Control Goods and Services providers.	<b>Response / Decision:</b> This is contract name of ITS and contractor of ITS Contract is not allowed to participate in the bid. No Changes in the bidding document
26	<b>Vehicles</b> i) It should be stated that TPC shall not be entitled to schedule less than 70% of all allocated Vehicles to be put into service at any time. ii) The operator suggested change in Clause 1.14 as “The Operator shall be responsible for partial or complete replacement of equipment (required due to the reason attributable to the Operator), oils, chemical, consumables, spare parts, fixtures, insurance, labour cost etc. which are required for functionality of the services mentioned in this Clause 1.14;” iii) Bidders suggested for multiple improvement in functional and technical specification of buses and charging Units.	<b>Response / Decision:</b> i) Minimum Kilometer Distance is already committed in the Agreement. ii) The original sentence is correct and rational as mentioned in Clause 1.14. iii) The Buses and Charging Units are already procured and manufactured. No changes are possible at this stage. No Changes in the bidding document
27	Please provide the basis of calculation for the deductions mentioned in Annex-C i.e., Payment Calculation Schedule.	<b>Response/ Decision:</b> These are estimates and the bidder shall do their own due diligence in estimation of these costs. No Changes in the bidding document



28	<p><b>Durations in the Contract:</b></p> <p>i) 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. Bidder requested to replace 24 hours with 72 hours.</p> <p>ii) Upon request from TPC, the Operator shall provide video feed of the specified date and time of buses within twenty-four (24) hours. Furthermore, in an emergency situation, upon TPC request, the Operator shall stop vehicle at the completion of its trip and extract video and delivered it to TPC in one hour. The bidder requested to replace 24 hours with 48 hours.</p>	<p><b>Decision / Response:</b></p> <p>i) The duration is rational and does not require change.</p> <p>ii) The duration is rational and does not require change.</p> <p>No Changes are required in the bidding document.</p>
29	<p><b>KPI</b></p> <p>The Bidder suggested that KPIs are aggressive and recommended changes in percentages.</p>	<p><b>Decision/ Response:</b></p> <p>The KPIs are kept to have performance of Operator and are rational. The suggested changes are not accepted and shall remain the same as mentioned in OSS.</p> <p>No Changes are made in bidding documents.</p>



30	<p><b>Conversion from National Grid to Solar</b></p> <p>The bidder asked clarification that in case of full or partial conversion of electricity connection from National Grid to Solar System, did operator will still be charged as per NEPRA rate/ PESCO rate.</p>	<p><b>Decision/ Response:</b></p> <p>Yes, in case of partial or full conversion of system into solar, the Operator shall still pay as per NEPRA/ PESCO rate for their consumption.</p> <p>No Changes are made in bidding documents.</p>
31	<p><b>Parking Sign:</b></p> <p>As per Clause 1.27.4 (n), the Operator shall provide “No Parking – Only Bus Parking”, sign boards, who will provide frame for parking sign boards. Furthermore, the Operator shall not be responsible to provide or install the poles, if missing.</p>	<p><b>Decision/ Response:</b></p> <p>The Operator shall only provide the sign boards as clearly mentioned in clause 1.27.4 (n) of the contract.</p> <p>No Changes are made in bidding documents.</p>