

THE PUNJAB MASSTRANSIT AUTHORITY

MINUTES OF MEETING

Agenda Item	Clarification Meeting of Tender for Procurement, Operation, and Maintenance of Metro Buses for Pakistan Metrobus System (Saddar to Pak Secretariat)		
Date	9 th June 2023		
Venue	Committee Room, PMA Office, 5 th Floor, Arfa Software Technology Park, Lahore	Chair	General Manager (Operations), PMA

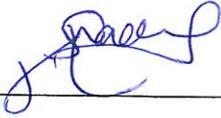
List of Participants:

1. Mr. Muhammad Rehman Afzal, G.M. (Finance) (Acting), PMA (Member)
2. Ms. Shumaila Mohsin, Manager Operations (Technical), PMBS (Member)
3. Mr. Muhammad Umar, Assistant Manager Mechanical, PMBS (Member)
4. Mr. Shoukat Ali, Assistant Manager (Security), PMBS (Member)
5. Mr. Naeem Saleem, Account Assistant, PMBS (Member)
6. Mr. Muhammad Anwar SOP-II, Transport Department (Member)
7. Mr. Shoukat Ali Rana, TEVTA (Member)
8. Mr. Abdur Rehman, M/s Faisal Movers
9. Mr. Adnan Qayyum, M/s Foton JW Auto Park
10. Mr. Murrvat Khurshid, Executive Assistant, M/s Platform Turizm
11. Mr. Kenan Gulen, GM Communication, M/s Platform Turizm
12. Mr. Husnain, Manager Revenue, M/s Platform Turizm
13. Mr. Bilal Heyder, Legal Contracts, M/s Platform Turizm
14. Mr. Baddar Khan, M/s VPL JV Golden Dragon
15. Mr. Rashid Saeed, M/s VPL JV Golden Dragon
16. Mr. Naveed Ayyub, M/s SEMC JV Tehran Metro
17. Mr. Waheed Khan, M/s AK Movers
18. Mr. Abdullah Khan, M/s Al Qalandri Coach
19. Mr. Hafiz Usman Farooq, M/s Daewoo Express Bus Services
20. Mr. Waleed Ahmad Saeed, M/s Daewoo Express Bus Services
21. Mr. Lin Hong Xian, M/s Chong Qing Transportation Holdings Co. Ltd.
22. Mr. Asif Ali Quyyum, M/s Chong Qing Transportation Holdings Co. Ltd.
23. Mr. Salman Shaheen, Telephone Industries of Pakistan

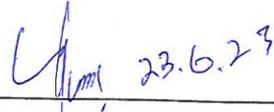
DECISIONS / DISCUSSIONS

1. The General Manager (Operations), PMA formally welcomed the participants at 1000 hours and initiated the meeting by giving a brief presentation on the salient features of the project and elaborated the details of the Tender Document including Technical Evaluation Criteria, Scope of Work and Eligibility Criteria.

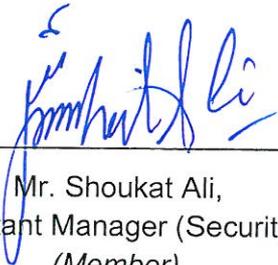
2. Question and Answer session was conducted afterwards. Detailed Minutes of Meeting are attached at **Annex-A**. The list of participants is attached at **Annex-B**. The meeting ended at 1145 Hours with a note of "Thanks."



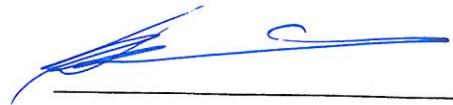
Mr. Naeem Saleem,
Account Assistant, PMBS
(Member)



Mr. Muhammad Umar
Assistant Manager, (Mechanical), PMBS
(Member)



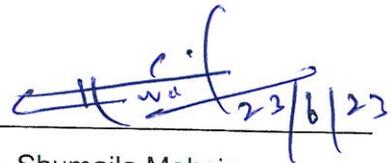
Mr. Shoukat Ali,
Assistant Manager (Security), PMBS
(Member)



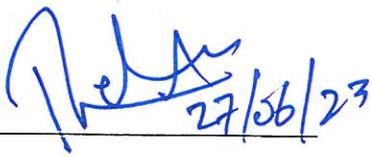
Mr. Shoukat Ali Rana
TEVTA, (Member)



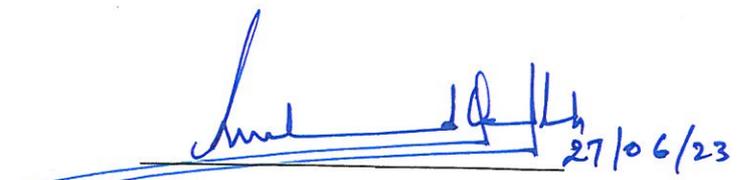
Mr. Muhamad Anwar,
SOP-II, Transport Department
(Member)



Ms. Shumaila Mohsin
Manager Operations (Technical), PMBS,
(Member)



Mr. Muhammad Rehman Afzal,
General Manager (Finance) (Acting) PMA,
(Member)



Mr. Ozair Shah,
General Manager (Operations) PMA,
(Chairperson)

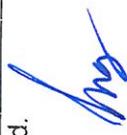
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
M/S FAISAL MOVERS			
1.	<p>Clause 13.1: Bidder's Eligibility Is a Local Registered Company or Foreign Company with established place of business in Pakistan, registered with the Securities & Exchange Commission of Pakistan (SECP), or Joint Venture (JV) complying with criteria given in Clause No.15.</p>	PMA should allow Association of Person (AOP) to bid as mostly transportation sector companies in Pakistan are AOP.	Not agreed.
2.	<p>TECHNICAL EVALUATION CRITERIA Sr. No. 9: Evidence Required Form Tech - 8 along with its attachments</p>	Form Tech - 8 is not available in RFP. Please clarify	It is a typo error. The Clause ANNEXURE - A: TECHNICAL EVALUATION CRITERIA , evidence required at Sr. No. 9 is amended as follows: - "Form Tech -8 4 along with its attachments".
3.	FORM TECH-4 FINANCIAL STRENGTH	Can audited financial statements be accepted for financial strength?	No, PMA will compare audited financial statements with Income Tax Returns (ITR) of FBR. In case of discrepancy, values in Income Tax Returns shall prevail.
4.	<p>FORM FIN-2 PRICE TABLE Procurement of 68 Brand New Articulated 18m AC Diesel buses along with operation and maintenance including all expenditure such as driver, mechanics, fuel, interest charges, depreciation, profits, tire/lubricants, management, all applicable taxes, insurance, duties, freight charges etc. up to PMBS Depot</p>	PMA should procure buses first and then hire firm for the operation & maintenance services separately as done in CDA and BRT Peshawar.	Not agreed.
5.	Clause 10.2.1	Considering the countries current import policies, it	Not agreed.

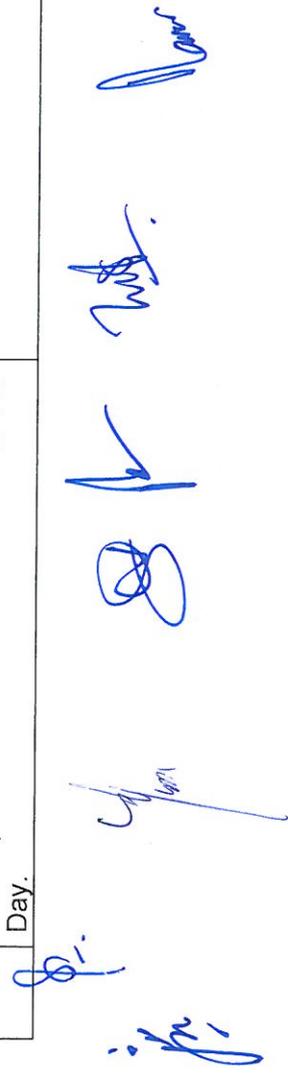
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	Procure 68 Brand New, Air Conditioned (AC), 18m; Diesel operated buses as per prescribed specification to be delivered to Pakistan Metrobus Depot at H-9 Islamabad, within 165 calendar days from signing of the Contract henceforth called the deadline.	is difficult to procure the buses in 165 days. PMA should enhance the days.	Please refer to Contract Clause 19 EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT PMA has already given 30 days of extension beyond 165 days. In case of delays due to policies of Government of Pakistan during procurement process, the additional time may be awarded.
6.		The interest rate in Pakistan is frequently changing which impacts on the There is no adjustment of change in Interest Rates in the bid price. Please incorporate it.	Not agreed.
7.		What payment be made at the start of the project?	PMA will adjust the bid value as per the Adjustment Formula given in ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS First payment will be made after adjustment.
8.		The Adjustment Factors given in the Contract are incorrect especially fuel factor as change in the price of fuel does not fully pass on to the contractor.	Not agreed. PMA has rechecked the Adjustment Factors and did not find any discrepancies.
9.	Clause 2: Bidding Details (Instruction to Bidders) The Punjab Masstransit Authority shall hold a clarification meeting at 1000 hours on 9 th June 2023; at the Committee Room, Floor, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, Pakistan.	PMA should arrange second clarification meeting after the announcement of Budget FY 2023-2024 as it might affect the procurement policies.	Not agreed. 



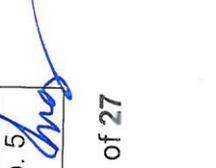
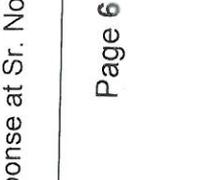
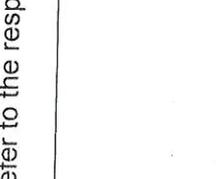
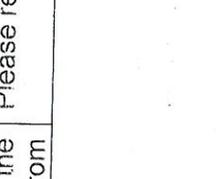




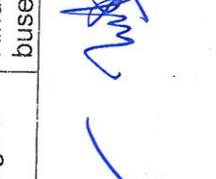
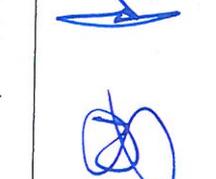
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
10.	<p>Clause 10.22: Ensure compatibility with the existing AFC-BSS</p> <p>Clause 10.2.30: Ensure and deploy at least eight (08) tow-away vehicles at specific locations inside the corridor as per plan specified by the client, to haul stalled buses to depot or nearby station as the situation demands, in a timely fashion.</p>	<p>Please share the technical documents of AFC-BSS for compatibility before bid submission.</p> <p>Will PMA provide the tow-away trucks or contractor will arrange?</p>	<p>PMA will share the technical documents of AFC-BSS with the successful bidder only.</p> <p>The Contractor will arrange the tow-away trucks.</p>
12.	<p>ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS</p> <p>Rate for Excess Kilometers = Re = (Bid Value x 0.4926) (subject to adjustment if any)</p>	<p>The Factor 0.4926 for Excess Kilometer is less. Please revise it.</p>	<p>Not agreed. PMA has evaluated the factor and found it accurate. However, the bidder may adjust the relevant cost in his bid price.</p>
13.	<p>ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS</p> <p>ACS: The Salaries will be adjusted every year on January 1, based on CPI inflation, measured in increase percentage on year-on-year basis mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan</p>	<p>PMA should incorporate CPI inflation on salaries on monthly basis.</p>	<p>Not agreed.</p>
14.	<p>ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS</p> <p>Non-Excess Kilometers = Kn = Kilometers Plied up to 191.78 Kilometers Per Bus Per Day.</p>	<p>PMA should calculate and pay the Guarantee Kilometers per bus per month, as calculation of Guarantee Kilometers per bus per day is complex.</p>	<p>Not agreed.</p> 

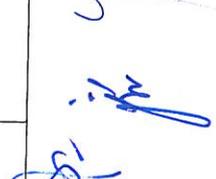


SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
M/S PLATFORM TURIZM			
15.	Clause # 6(1) Tender Scope Page # 12	Whether Tow-away Trucks needs to be procured by the Bidder or Bidder can arrange the Tow-away Trucks on Rental basis?	Please refer to the response at Sr. No. 11.
16.	Clause 9 Page 14 & Annexure-C Page # 64 & 65	Rate of payment for extra kilometers needs to be rationalized. Rates mentioned are very less. Only 49 percent of Non-Excess Km Rate cannot cover variable cost of operating one extra kilometer along with little profit margin therein.	Please refer to the response at Sr. No. 12.
17.	Clause # 9 Contract Type and duration Page # 14	Per km rates for Non-excess and Excess Km's for the probable extended period of one year are very low Rate & can't cover variable cost of operating buses. Kindly rationalize the said rates as per above clause.	Not agreed.
18.	Clause # 10.1.11 Services Required Page # 15	Kindly elaborate the term "suspension/stopped on Operator's part"? What kind of events may fall under the said term?	The suspension/stopped on operator's part means stoppage of bus operations due to strike of operator's staff, non-availability of fuel etc.
19.	Clause # 10.1.23 Services Required Page # 17	It is stated in the said clause that "The period of payment under this Clause shall commence fifty (50) days from the date of application by the Operator for vehicle inspection as per following allowances for time to fulfill all legal requirements" Kindly amend the portion of the clause because Operator have to pay the lease installment's to the bank and any delay in the commencement of payment in the absence of any mobilization advance will make it difficult to the Operator to manage the finance issues.	Not agreed.
20.	Clause # 10.2.1 Services Required Page #	Kindly enhance the time period for induction of the buses within 165 days and make it 240 days from	Please refer to the response at Sr. No. 5





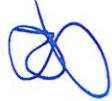
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
23		the end of each trip may not be practical/economical.	
26.	Clause # 10.2.48 Services Required Page # 23	Kindly remove the requirements mentioned in this clause from the RFP Documents and Client either itself can purchase the said equipment or instruct the winning bidder to purchase the said equipment under a work order from PMA and get the one-time reimbursement accordingly.	Not agreed.
27.	Clause # 10.2.49 Services Required Page # 23	This is tantamount to calling our basic competitive information. You are hereby requested to kindly limit this clause only to Bill of Lading and certificate of origin and any certificate endorsing Brand New status of Buses.	Not agreed.
28.	Clause # 12.11 Revenue collection and Payment Page # 25	Kindly delete the said clause because in the presence of penalty mechanism and performance guarantee, client is already ensuring that operator maintains technical and financial worth 24/7 to achieve principal objectives of PMA for smooth operations.	Not agreed.
29.	Clause # 20 Tender Security Page # 31	Where to place the Tender Security in the "Technical Envelope" or "Financial Envelope"?	The bidder will enclose the Original Bid Security in Financial Envelope and copy of Bid Security in Technical Envelope.
30.	Clause # 29.1.6.5 Performance Guarantee Page # 35 & Clause # 21 of GCC Page # 45	Kindly delete the said clause because in the presence of penalty mechanism, client is already ensuring that operator maintains technical and financial worth 24/7 to achieve principal objectives of PMA for smooth operations.	Not agreed.
31.	Clause # 15 of GCC (Payment) Page # 42	It is written in the said clause that "The Client may withhold a Certificate of Payment on account of defects/shortcomings in the services provided". This is an open ended clause kindly limit the time period for such an instance.	Not agreed. 








SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
36.	<p>3.26 "Payable Dead Mileage / Non-Revenue Kilometers" means those Dead Mileage / Non-Revenue Kilometers as defined in Section 3.25 (b) & (c) which will be paid according to the specified schedule and conditions of Contract. The dead mileage will be 14.2264 Km for one-way trip to Saddar Terminal and 9.756 Km for one-way trip to Pak Secretariat Terminal.</p>	<p>Please also include 3.25(e) in the definition of Payable Dead Mileage. As the operator must operate the buses in accordance with the schedule provided by PMA, therefore it is irrelevant, whether any passenger on boarded on the bus or not.</p>	<p>Not agreed.</p>
37.	<p>"Excess Kilometer Rate" means (Bid Value x 0.4926) subject to adjustments as per Annexure-C</p>	<p>Excess KM rate seems quite low. Please increase the excess KM rate to at least 60%, which PMA is already offering in Multan Metro and Lahore Metro projects.</p>	<p>Please refer to the response at Sr. No. 12.</p>
38.	<p>8. Overview and Objectives</p>	<p>As we understand, PMA will hand over one depot to the successful operator for the operations of the project. PMA is kindly requested to provide: Details of the infrastructure handed over to the operator, installed/constructed/procured inside the depot, along with their condition. Please provide the detailed specifications of washing plant and Gensets installed in the depot. Please specify who will be responsible for depot insurance.</p>	<p>PMA will share the details with the successful bidder only.</p>
39.	<p>10.1. The Client Shall: 10.1.24. The period of payment under this Clause shall commence fifty (50) days from the date of application by the Operator for vehicle inspection as per following allowances for time to fulfill all legal requirements</p>	<p>The period of payment under this Clause shall commence fifteen (15) days from the date of application by the Operator for vehicle inspection as per the following allowances for time to fulfill all legal requirements.</p>	<p>Not agreed.</p>
40.	<p>10.1: The Client Shall: 10.1.27. If any of the tracker devices</p>	<p>In this case, responsibility should stand with AFC-BSS, as they were to keep and maintain the</p>	<p>Not agreed.</p>




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41.	<p>becomes irresponsible or non-functional due to any reason, keeping in view the public convenience, the operation of buses shall not be terminated, and bus will complete its trips.</p> <p>10.2: The Operator shall: Procure 68 Brand New, Air Conditioned (AC), 18m; Diesel operated buses as per prescribed specification to be delivered to Pakistan Metrobus Depot at H-9 Islamabad, within 165 calendar days from signing of the Contract henceforth called the deadline.</p>	<p>records.</p> <p>Keeping In view of the current economic situation in Pakistan and the restrictions on import items due to balance of payment crisis, State Bank of Pakistan may not grant permission for import of buses. Keeping in view the above scenario, please specify the facilitation, which PMA will provide to the operator while meeting 165-calendar day's deadline from signing of contract for the import of buses.</p>	<p>It is the sole responsibility of the service provider / bus operator.</p>
42.	<p>10.2.19 Provide a maintenance plan of metro buses in consultation with the Client and implement it. The plan must cover procedures and parameters for preventive and breakdown maintenance, as well as maintenance review procedures. During running operations, the operator shall submit a monthly bus maintenance plan along with estimated associated costs in advance to the Client for its approval During running operations, the operator shall submit a monthly bus maintenance plan along with estimated associated costs in advance to the Client for its approval</p>	<p>This agreement is based on per KM with includes of all operation and maintenance services. The associated cost borne by the operator is solely the responsibility of the operator. So, eliminate this clause. During running operations, the operator shall submit a monthly bus maintenance plan along with estimated associated costs in advance to the Client for its approval</p>	<p>Not agreed.</p>
43.	<p>10.2 The Operator shall: 10.2.13. Prior to procuring, the bus operator shall submit detailed specifications,</p>	<p>Can the successful bidder change bus brand after a bid submission, even if the new brand complies with all technical specifications of the buses</p>	<p>Not agreed.</p>







SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	documentation, and manuals of related buses being procured for operation and maintenance.	provided by PMA in this RFP.	
44.	10.2.2 Ensure compatibility with the existing AFC- BSS. It is clarified that AFC-BSS equipment is owned by PMA. The Contractor will be required to ensure compatibility of AFC-BSS equipment in coordination with the bus manufacturer and the AFC-BSS Contractor	Please share the AFC-BSS specification to ensure its compatibility with the bus manufacturer	Please refer to the response at Sr. No. 10.
45.	10.2.27 Arrange for fuel of buses with reserve fuel to implement the schedules smoothly without any interruption.	Please specify the reserve fuel capacity to be arranged.	The clause is self-explanatory that the capacity of reserve fuel should be enough to implement the bus schedule without interruption.
46.	10.2 The Operator Shall: 10.2.26. It is expected that driver possess preferably graduate degree and shall be tested and declared capable of reading English instruction/tabs.	This clause should be deleted.	Not agreed.
47.	10.2 The Operator Shall: 10.2.36. Be responsible for any kind of damage to PMBS Property due to negligence on Operator's side. The operator shall be responsible for arranging repair of the damage as per original specs to the satisfaction of the client. Failure to do so within the prescribed time in the work order shall lead to penalties or deduction from the Certificate of Payment (COP).	The operator will be only responsible for repair of damages to the extent it was originally provided to the operator not to the satisfaction of the client. Please amend this clause.	Not agreed.
48.	10.2 The Operator Shall: 10.2.39. Enter into a supplemental agreement with the Client to take over,	Please share the draft agreements.	PMA will share the draft agreement with the successful bidder. 







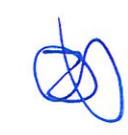
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	maintain and manage Depot or any other facilities in the corridor provided by the Client for the entire Contract Period and return the facility back to the Client subject to agreed terms and conditions.		
49.	10.2 The Operator Shall: 10.2.41. Maintain and manage all available utility connections in Depot and at other locations such as rotaries, terminals etc. for facilitation of Operator's staff. Arrange, maintain and manage new connection where required.	Please specify the facilitation, which PMA will provide in case any new utility connection is required.	The Contractor itself arrange, maintain and manage new connections where required.
50.	10.2: The Operator Shall: 10.2.45. Follow the instructions of the Client Regarding Night - Parking of Metrobuses. For purpose of this Clause when such instructions are given, the security of the buses shall be the responsibility of the Service Provider.	Please specify who is responsible for the security of buses in case PMA instructs to park the buses at any other place other than dedicated Depot.	The Contractor will be solely responsible for the security of buses in any case.
51.	10.2.36: Be responsible for any kind of damage to PMBS Property due to negligence on Operator's side. The operator shall be responsible for arranging repair of the damage as per original specs to the satisfaction of the client. Failure to do so within the prescribed time in the work order shall lead to penalties or deduction from the Certificate of Payment (COP).	Please amend it as Be responsible for any kind of damage to PMBS Property due to negligence on Operator's side. The operator shall be responsible for arranging repair of the damages as per the received condition before commencement as per original specs to the satisfaction of the client. Failure to do so within the prescribed time in the work order shall lead to penalties or deduction from the Certificate of Payment (COP)."	Not agreed.
52.	10.2.43: Provide and install up to Twenty-Five (25) stickers per bus as per	Please share the detail of the stickers, design, and sizing	PMA will share the details with the successful bidder only. <i>hax</i>

Y *for* *hax* *hax*

SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
53.	<p>instructions/format provided by the Client. Service Provider shall also be responsible for their periodic maintenance</p> <p>10.2.48: Supply and hand over to the Client before commencement of operations, 65 infrared thermometers of fixed standing hand free type with minimum 01-year warranty, noncontact face recognition, minimum 8 inch display, HD camera, accurate measurement in degree Celsius and Fahrenheit, high sensitivity, clear digital display and sound working for outdoor, industrial durability, long service life, AC and rechargeable battery powered, audible alarm beep in outdoor and temperature threshold settings.</p>	<p>The deletion of this clause is necessary since it falls within the responsibility of the ITS supplier, whereas this agreement solely pertains to the bus operation.</p>	<p>Not agreed.</p>
54.	<p>18. Preparation / Submission of Tender</p> <p>18.7. The Bidder shall follow the instructions laid down as under:</p>	<p>As we understand from reading this clause, the Original Technical proposal in a separate envelope will be packed with original Financial Proposal in a separate envelope. And both envelopes will be packed in a separate envelope. (A)</p> <p>Copy of Technical proposal in a separate envelope will be packed with copy Financial Proposal in a separate envelope. And both envelopes will be packed in a separate envelope. (B)</p> <p>Then, A & B will be packed in a single envelope.</p> <p>Please confirm if our understanding is correct.</p>	<p>Yes.</p>
55.	<p>19. Tender Price</p> <p>19.1.4. Is inclusive of all applicable taxes as per Laws of the Government of Pakistan but shall be exclusive of Sales Tax on Services.</p>	<p>The price that would be quoted in the bid will include all the applicable taxes (excluding sales tax) as per Laws of the Government of Pakistan, as of the bid submission date. After the bid</p>	<p>Not agreed.</p>

[Handwritten signatures and initials in blue ink, including a large signature on the left and several smaller ones on the right.]

SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	<p>which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.</p>	<p>submission date, any change in applicable taxes/duties should be passed through and adjusted in bid price.</p>	
56.	<p>29. Performance Security 29.1.1. within ten (10) working days of the receipt of the Acceptance Letter from the Client;</p>	<p>The allotted time to furnish performance security should increase to a standard time required to perform all necessary procedures 30 business days.</p>	<p>Not agreed.</p>
57.	<p>Contract Clause 4: ANNEXES TO THE AGREEMENT: The following shall be deemed to form and be read and construed as part of this Contract:</p>	<p>Please make responses given by the PMA pursuant to bidder queries as part of the contract agreement.</p>	<p>Agreed. The Clause 4 of the Contract is amended as: - "4.1.13 Minutes of Clarification Meeting"</p>
58.	<p>Contract Clause 13: Insurance</p>	<p>Please elaborate/explain the conditions about the insurance related to infrastructure.</p>	<p>The referenced Clause does not pertain to the infrastructure.</p>
59.	<p>Contract Clause 15: Payment</p>	<p>The operator shall have the right to stop the operations if two payments in any calendar year are not made as per the payment schedule. On delayed payments, PMA shall pay the operator profit at the rate of 3 Months KIBOR+2%.</p>	<p>Not agreed.</p>
60.	<p>Contract Clause 20. LIQUIDATED DAMAGES (LD) If the Operator fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract; the Client may, without prejudice to any other</p>	<p>Keeping in view the current economic scenario in Pakistan, PMA is requested to amend the LDs as follows: For 0 – 30 days Factor F = 0.00 For 31– 60 days Factor F = 0.25 For 61 – 90 days Factor F = 0.50 For 91 days and above, Factor F =1.00</p>	<p>Not agreed.</p>

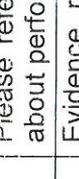






SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	<p>right or action / remedy it may have, levy liquidated damages as follows: LD (PKR) per day in case of buses = (Factor F x 191.78 x Number of Buses x Bid Price) LD (PKR) per day in other cases = (Factor F x 100 x Bid Price) For 0 – 10 days Factor F = 0.25 For 11– 20 days Factor F = 0.50 For 21 – 30 days Factor F = 0.75 For 31 days and above, Factor F = 1.00</p>		
61.	<p>Contract Clause 21. FORFEITURE OF PERFORMANCE SECURITY the Client may, without prejudice to any other right or action/remedy it may have, forfeit the performance security of the Operator after serving him with a seven working days' notice, in anyone or all of the following events: 1. Complete shutdown of service by the Operator for any-reason whatsoever except those covered under force-majeure.</p>	<p>Performance security should not be forfeited if operator stops operations due to not payment by PMA (Please refer to comment Twenty-Five (25)).</p>	<p>Not agreed.</p>
62.	<p>Contract Clause 21. FORFEITURE OF PERFORMANCE SECURITY 5. If the penalties are 10% of the monthly payments in any three months in a year.</p>	<p>This clause should be deleted.</p>	<p>Not agreed.</p>
63.	<p>Clause 26. DISPUTE RESOLUTION 26.2. In case the Contractor decides to pursue arbitration through court, he/she will be required to submit a draft of 10% additional performance Guarantee in shape of demand draft/pay order in favor of</p>	<p>This clause should be removed as it is against the fundamental right of the aggrieved party to go for arbitration for its disputes.</p>	<p>Not agreed.</p>

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SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE																
	employer for the duration of arbitration.																		
64.	32. SPECIAL STIPULATIONS 32.2. Performance Security	Please refer to above comment Twenty-Two (22) about performance security	Please refer to the response at Sr. No. 56.																
65.	ANNEXURE - A: TECHNICAL EVALUATION CRITERIA 9. DEBT RATIO (ratio of total liabilities to total assets in the last Fiscal Year)	Evidence required should be changed to Form Tech-4 instead of Tech-8. As Tech-4 is related to financial strength and Tech-8 related to Affidavit for Non-Blacklisting.	Please refer to the response at Sr. No. 2.																
66.	ANNEXURE - E: PERFORMANCE SECURITY FORMAT AND WHEREAS it has been stipulated in the Tender Document that the successful Operator shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Client;	Please refer to comment Twenty-Two (22) of this document and update this format accordingly.	Please refer to the response at Sr. No. 56.																
67.	3. Definitions:	Please provide definition of Bid Value.	The bid value means quoted per km price against item 1 in the FORM FIN-2 PRICE TABLE																
68.	Monthly Accumulated Penalties in Km's Kilometers fined based on Monthly evaluation.	Please Amend it as	Not agreed. 																
	<table border="1" data-bbox="478 757 505 1400"> <tr><td>Less than 100 Km's</td><td>-</td></tr> <tr><td>100-250 Km's</td><td>70% of Accumulated Penalties in Km's</td></tr> <tr><td>251-500 Km's</td><td>80% of Accumulated Penalties in Km's</td></tr> <tr><td>501 - 750 Km's</td><td>90% of Accumulated Penalties in Km's</td></tr> </table>	Less than 100 Km's	-	100-250 Km's	70% of Accumulated Penalties in Km's	251-500 Km's	80% of Accumulated Penalties in Km's	501 - 750 Km's	90% of Accumulated Penalties in Km's	<table border="1" data-bbox="478 757 505 1400"> <tr><td>Less than 100 Km's</td><td>-</td></tr> <tr><td>100-250 Km's</td><td>60% of Accumulated Penalties in Km's</td></tr> <tr><td>251-500 Km's</td><td>70% of Accumulated Penalties in Km's</td></tr> <tr><td>501 - 750 Km's</td><td>80% of Accumulated Penalties in Km's</td></tr> </table>	Less than 100 Km's	-	100-250 Km's	60% of Accumulated Penalties in Km's	251-500 Km's	70% of Accumulated Penalties in Km's	501 - 750 Km's	80% of Accumulated Penalties in Km's	
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SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE								
	<table border="1"> <tr> <td data-bbox="300 1839 368 2007">751 - 1000 Km's</td> <td data-bbox="300 1451 368 1839">100% of Accumulated Penalties in Km's</td> </tr> <tr> <td data-bbox="368 1839 448 2007">Above 1000 Km's</td> <td data-bbox="368 1451 448 1839">200% of Accumulated Penalties in Km's</td> </tr> </table>	751 - 1000 Km's	100% of Accumulated Penalties in Km's	Above 1000 Km's	200% of Accumulated Penalties in Km's	<table border="1"> <tr> <td data-bbox="300 1218 368 1424">751 - 1000 Km's</td> <td data-bbox="300 759 368 1218">90% of Accumulated Penalties in Km's</td> </tr> <tr> <td data-bbox="368 1218 448 1424">Above 1000 Km's</td> <td data-bbox="368 759 448 1218">100% of Accumulated Penalties in Km's</td> </tr> </table>	751 - 1000 Km's	90% of Accumulated Penalties in Km's	Above 1000 Km's	100% of Accumulated Penalties in Km's	
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69.	<p>ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS</p> <p>Percent increase or decrease applicable to all categories = PI.</p> <p>The cost increase in lubricants will be adjusted Monthly on the basis of Wholesale price index variation in Mobil Oil mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan</p> <p>$\Delta CL = (PI \text{ Lubricants} \times L \times \text{Bid Value}) / 10,000$</p>	<p>Should amend as:</p> <p>The cost increase in lubricants will be adjusted Monthly based on Wholesale price index variation in Mobil Oil mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan</p> <p>$\Delta CL = (PI \text{ Lubricants} \times L \times \text{Last adjusted Value}) / 10,000$</p> <p>And please specify "L" in this formula.</p>	Not agreed.								
70.	<p>ANNEXURE - C: ADJUSTMENT OF THE RATE PER KM OF MBS ROUTE AND PAYMENTS</p> <p>Percent increase or decrease applicable to all categories = PI.</p> <p>The Salaries will be adjusted every year on January 1, based on CPI inflation, measured in increase percentage on year-on-year basis mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan</p> <p>$\Delta CS = (\text{Inflation rate} \times S \times \text{Bid Value}) / 10,000$</p>	<p>Should amend as:</p> <p>The Salaries will be adjusted every year on January 1, based on CPI inflation, measured in increase percentage on year-on-year basis mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan</p> <p>$\Delta CS = (\text{Inflation rate} \times S \times \text{Last adjusted Value}) / 10,000$</p> <p>Please specify "S" in this formula.</p>	Please refer to the response at Sr. No. 13.								
71.	<p>ANNEXURE - C: ADJUSTMENT OF THE</p>	Should amend as:	Not agreed.								

[Handwritten signatures and initials in blue ink, including 'JMS', 'S', and 'Kam']

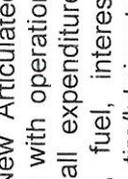
SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	<p>RATE PER KM OF MBS ROUTE AND PAYMENTS Percent increase or decrease applicable to all categories = PI. The maintenance cost will be adjusted quarterly on the basis of Consumer price index variation in Motor Vehicle Accessories mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan. Start of the Base Value month shall be taken as start of the quarter. $\Delta CM = (PI \text{ Maintenance} \times M \times \text{Last Adjusted Value}) / 10,000$ Please specify "M" in this formula.</p>	<p>The maintenance cost will be adjusted quarterly on the basis of Consumer price index variation in Motor Vehicle Accessories mentioned in Price Statistics published by Pakistan Bureau of Statistics, Government of Pakistan. Start of the Base Value month shall be taken as start of the quarter. $\Delta CM = (PI \text{ Maintenance} \times M \times \text{Last Adjusted Value}) / 10,000$ Please specify "M" in this formula.</p>	
72.	<p>TECHNICAL PROPOSAL SUBMISSION - STANDARD FORMS FORM TECH-0 Cover Letter. FORM TECH-1 Technical Proposal Submission Form. FORM TECH-2 Joint Venture Details FORM TECH-3 Details Required for Technical Evaluation FORM TECH-4 Financial Strength FORM TECH-5 Power of Attorney FORM TECH-6 Undertaking FORM TECH-7 Integrity Pact FORM TECH-8 Affidavit for Non-Blacklisting FORM TECH-9 Undertaking of Conflict of Interest</p>	<p>Please specify which of the forms are required to be printed on Letter Heads of the company and which are to be printed on legal stamp paper; also specify the value of stamp paper where forms are to be printed on stamp papers.</p>	<p>Please print all mentioned forms on the Companies' Letter Head unless specified otherwise. Moreover, the Stamp Paper duty shall be in accordance with the Government of Punjab laws "THE STAMP ACT 1899"</p>
73.	<p>FORM TECH-5 POWER OF ATTORNEY We [name of the company and address of the</p>	<p>Please specify as to what information is required to add as "Ref No _____, copy enclosed" in this clause.</p>	<p>Ref. No. means the reference no. of the identity document.</p>

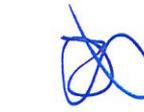
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SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	<p>Bidder has to provide copies of the original audited financial statements for the last three financial years. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in the Form Tech-4 worked out by using the average exchange rate for the relevant time period obtained from xe.com. Where the financial statements are not in English, attested and notarized English-copies of the Income Statement (and Statement of Other Comprehensive Income), Balance Sheet, Statement of Cash Flows and Statement of Shareholders' Equity must be provided.</p>	<p>years. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in the Form Tech-4 worked out by using the average exchange rate for the relevant time period obtained from xe.com. Where the financial statements are not in English, attested and notarized English-copies of the Income Statement (and Statement of Other Comprehensive Income), Balance Sheet, Statement of Cash Flows and Statement of Shareholders' Equity must be provided.</p>	
75.	<p>FORM TECH-9: UNDERTAKING FOR CONFLICT OF INTEREST It is certified that no blood relation/ any other relative is working in Punjab Masstransit Authority or part of particular procurement</p>	<p>Daewoo is participating in the bidding process as a bidder, having more than 7000 employees. Please specify, how Daewoo as a bidder can provide this undertaking on behalf of its 7000 employees, that none of their relative/blood relation is working in PMA. Please delete this clause.</p>	<p>Not agreed.</p>
76.	<p>FORM FIN-2 PRICE TABLE Procurement of 68 Brand New Articulated 18m AC Diesel buses along with operation and maintenance including all expenditure such as driver, mechanics, fuel, interest charges, depreciation, profits, tire/lubricants, management, all applicable taxes, insurance, duties, freight charges etc. up to PMBS Depot</p>	<p>Please specify if the Price Per Bus Per KM is required in this section.</p>	<p>"X" determines the Price per Km i.e., bid value.</p> 


SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE						
	<p style="text-align: center;">FORM FIN-2 PRICE TABLE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr No</th> <th style="width: 70%;">Item</th> <th style="width: 25%;">Price PKR / KM</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Procurement of 03 Brand New Articulated 18m AC Diesel buses along with operation and maintenance including all expenditures such as driver, mechanics, fuel, interest charges, depreciation, profits, tire lubricants, management, all applicable taxes, insurance, spare, freight charges etc. up to PMBS Depot</td> <td style="text-align: center;">X</td> </tr> </tbody> </table>	Sr No	Item	Price PKR / KM	1	Procurement of 03 Brand New Articulated 18m AC Diesel buses along with operation and maintenance including all expenditures such as driver, mechanics, fuel, interest charges, depreciation, profits, tire lubricants, management, all applicable taxes, insurance, spare, freight charges etc. up to PMBS Depot	X		
Sr No	Item	Price PKR / KM							
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77.	<p>FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM</p> <p>Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.</p>	<p>This section of the form should be revised as per above comment Twenty-One (21).</p>	<p>Please refer to the response at Sr. No. 55</p>						
78.	<p>FORM FIN-2 PRICE TABLE</p> <p>Brand New Articulated 18m AC Diesel Bus, Unit Price in PKR including all applicable taxes, insurance, duties, freight charges etc. up to the PMBS Depot.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 70%;">Brand New Articulated 18m AC Diesel Bus, Unit Price in PKR including all applicable taxes, insurance, duties, freight charges etc.</td> <td style="width: 25%;"></td> </tr> </tbody> </table>	1	Brand New Articulated 18m AC Diesel Bus, Unit Price in PKR including all applicable taxes, insurance, duties, freight charges etc.		<p>Please amend this clause as follows: FOC price of Brand New Articulated 18m AC Diesel Bus in USD. Ocean freight per bus in USD</p>	<p>Not agreed.</p>			
1	Brand New Articulated 18m AC Diesel Bus, Unit Price in PKR including all applicable taxes, insurance, duties, freight charges etc.								
79.	<p>Financing for the Project</p>	<p>Please specify if there is any need to provide a letter of intent or indicative term sheet from any financial institute confirming the availability of financing required for the project. As RFP is silent on this specific matter.</p>	<p>It is not required at this stage.</p>						
80.	<p>Exchange Rate Indexation</p>	<p>It is requested to add one-time indexation factor for any change in Exchange rate from Bid Date and COD. Following formula can be considered for calculating</p>	<p>Not agreed.</p>						







SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
		<p>the one-time impact in Bid Value for the sake of Exchange rate differences for buying of buses. For calculation of impact on Buses Value:</p> <p>XE Impact = [(XE @ COD – XE @ Bid Date) X FOB Price (Buses Value + Ocean Freight)] / (# of buses * Guarantee KMs per bus per annum * Contract duration)</p> <p>For calculation of incremental Impact on finance costs:</p> <p>Finance cost impact = Debt Servicing per year (due to XE impact calculated above) / (Total Guaranteed KM per annum * # of Buses)</p>	
M/S VOLVO			
81.	Procure 68 Brand New, Air Conditioned (AC), 18m, Diesel operated buses as per prescribed specification to be delivered to Pakistan, Islamabad Metrobus Depot, within 165 calendar days from signing of the Contract henceforth called the deadline.	Owing to the LC limitations, the delivery timeline can be extended. Otherwise for production and shipment, 165 days are ok. It is requested to please revise the delivery timeline and link it to LC establishment and contract sign off (both).	Not agreed.
82.	Ensure compatibility with the existing AFC-BSS. It is clarified that AFC-BSS equipment is owned by PMA. The Contractor will be required to ensure compatibility of AFC-BSS equipment in coordination with the bus manufacturer and the AFC-BSS Contractor	PMA is requested to kindly share the list of relevant AFC-BSS components along with the technical details. So that proper provision for all such equipments can be incorporated in the Bus body.	Please refer to the response at Sr. No. 10
83.	Arrange for provision of driver's console in the buses; and through the console the control center will communicate to the bus-	PMA is requested to kindly share the list of relevant driver console details. So that proper provision for all such equipments can be incorporated in the Bus	PMA will share the details of relevant driver console with successful bidder. <i>hgy</i>

F. *W. J.* *W. J.* *Law*

SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	driver the schedules regarding trips, routes, hour of service, and timing at different station.	during design phase.	
84.	Ensure that air-conditioning facility continues uninterrupted during operation in case of a mechanical break-down of the bus except in case of engine failure	Need clarity on this point, as there are number of failure other than just engine failure that might result in compromised or even no working of AC unit.	Not Agreed.
85.	Ensure and deploy at least eight (08) tow-away vehicles at specific locations inside the corridor as per plan specified by the client, to haul stalled buses to depot or nearby station as the situation demands, in a timely fashion. It may be noted that the quantity of tow away trucks is based on timely removal of the stalled buses from different sections of the corridor and is independent of the fleet size	We propose that tow away vehicles to be 2-3 maximum. (demonstrated record available).	Not agreed.
86.	May replace any or all buses in the fleet at its own cost in case the buses are no longer capable of meeting the operational requirements stated in this RFP. The replaced buses shall have the same brand with compliance to bus specification stated in this RFP.	Can the buses be replaced by old buses? Or is it compulsory to replace the buses with brand bus	No. the replaced buses should be new with same brand and specification.
87.	Arrange for the security of the Metrobuses and depot.	Should be in line with local administration and authorities (MOU)	The Contractor will coordinate with local administration by itself.
88.	Supply and hand over to the Client before commencement of operations, 65 infrared thermometers of fixed standing hand free type with non- contact face recognition, minimum 8 inch display, HD camera, accurate measurement in degree Celsius	PMA is requested to please elaborate this in detail & also share the intended use & location of use for these devices	The Clause is self-explanatory. 








SR. NO.	REFERENCE CONTRACT CLAUSE	QUESTION	PMA RESPONSE
	and Fahrenheit, high sensitivity, clear digital display and sound working for outdoor, industrial durability, long service life, AC and rechargeable battery powered, audible alarm beep in outdoor and temperature threshold settings		
M/S SEMC (PVT.) LTD.			
89.	FORM FIN-2 PRICE TABLE Procurement of 68 Brand New Articulated 18m AC Diesel buses along with operation and maintenance including all expenditure such as driver, mechanics, fuel, interest charges, depreciation, profits, tire/lubricants, management, all applicable taxes, insurance, duties, freight charges etc. up to PMBS Depot	Why PMA is not procuring Hybrid or Electric buses instead of diesel buses?	In PC-1 of PMBS, the consultant has approved the procurement of diesel buses. <i>ms</i>

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CLASSIFICATION MEETING BIDDERS ATTENDANCE SHEET
TENDER FOR PROCUREMENT, OPERATION AND MAINTENANCE OF METROBUS SYSTEM (PMBS) IN RAWALPINDI-ISLAMABAD
 (SADDAR TO FAR SECRETARIAT)

Place: Conference Room, PMA Office, 5th Floor, Agha Software Technology Park, 346-B, Ferozpur Road, Lahore Date: 9 Jun 23 Time: 10:00 AM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
1	Atatur Rehman Faisal Hovers		Atatur Rehman	0321477799	arjanjuar@faisal.com	
2	Poton Jw Auto Park Ltd.		Adnan Qayyum	0300 8497006	adnan.qayyum@potoon.com.pk	
3	Albayrak Tourism		Mumtaz Khurshid	0349-7404287	mumtaz.khurshid@platformtourism.com	
4	Albayrak Platform		Karan Gulzar	03227-20600	kevingulzar@platformtourism.com	
5	Mhonyrak Platform		Hanan	0311-4440058	hahan@platformtourism.com	
6	Platform in Tourism		Risal Hyatt	0321-3419300	risal.hyatt@platformtourism.com	
7	VPL	Golden Dragon Bus	Badar Khan	0300 8444361	badar.khan@panaragroup.com	
8	VPL		Rashid Saeed	0300 8515680	rashid.saeed@panaragroup.com	

- Leader Evaluation Committee**
- Mr. Ozair Shah, Chairperson
 - Ms. Shumaila Mohsin, Member
 - Mr. Shoukat Ali, Member
 - Representative of Transport Department, Gofb Mr./Ms.
 - Representative of Finance Department, Gofb Mr./Ms.
 - General Manager Finance, Member
 - Mr. Muhammad Umar, Member
 - Mr. Naveen Saleem, Member
 - Representative of P & D Department, Gofb Mr./Ms.
 - Representative of TEVTA Punjab, Gofb Mr./Ms.

2020

CLARIFICATION MEETING BIDDERS ATTENDANCE SHEET

TENDER FOR PROCUREMENT, OPERATION AND MAINTENANCE OF METRO BUSES FOR THE PAKISTAN METROBUS SYSTEM (PMBS) IN RAWALPINDI-ISLAMABAD
IN ACCORDANCE TO PAK SEC (RFQ/17)

Place: Conference Room, PMBA Office, 5th floor, Arfa Software Technologies Park, 346-B, Ferozpur Road, Lahore Date: 09 Jun 23 Time: 10:00 AM

Sr. No.	Name of Organization	Name of JV Partner (if any)	Representative's Name & Designation	Contact No.	Email Address	Signature
9	SEMC JV Metrobuses	Tehran Metro	Naveed Azizub	0300 800753	Naveed.npoe@gmail.com	
10	AK MOVERS		WANEED KHAN	0334 2433929	Coastal III @ Gmail.com	
11	AL QADANDEE Coach		Abdullah Khan	0300 9387052	AL QADANDEE I@Gmail	
12	Daewoo Express Bus Service		Eng. Hafiz Usman Farooq	0314 4288997	hafiz.usman@gmail.com	
13	Daewoo Express Bus Service	N/A	Waleed Ahmad Saad	0300 4712225	waleed.ahm@daewoo.com.pk	
14	Chang Gung Transportation Holdings Co. Ltd.	Metrolink	Liu Hong Xiren	0316 433053	476691631@qq.com	
15	Chang Gung Transport Holding Co		ASIF ALI, Duggam	0301-5810718	asif.ali@cmcc.com.pk	
16	Shahin Holdings Co		SAMAN SHAHEEN	0322 4222885	Salman.shah@fip.org.pk	

Tender Evaluation Committee

1. Mr. Ozair Shah, Chairperson

2. General Manager Finance, Member

3. Ms. Shumaila Mohsin, Member

4. Mr. Muhammad Umar, Member

5. Mr. Shoukat Ali, Member

6. Mr. Naeem Suleem, Member

7. Representative of Transport Department, GoPb Mr./Ms.

8. Representative of Finance Department, GoPb Mr./Ms.

9. Representative of FEVTA Punjab, GoPb Mr./Ms.