



SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (SIDCL)

GOVERNMENT OF PAKISTAN



RESPONSES TO BIDDERS QUERIES / PRE-BID MINUTES

IN RELATION TO THE

**SUPPLY OF GOODS AND PERFORMANCE OF SERVICES
FOR THE**

BUS RAPID TRANSIT SYSTEM OF THE ORANGE AND GREEN LINES

ISSUED ON: 23RD JULY 2020



NO. SIDCL/GM(ENGG)/OPS/2020/7428
DATED 23RD JULY, 2020

SUBJECT: PRE-BID MEETING IN RESPECT OF “SUPPLY OF GOODS AND PERFORMANCE OF SERVICES FOR THE BUS RAPID TRANSIT SYSTEM OF THE ORANGE AND GREEN LINES” PPRA REFERENCE TS424843E AND ADVERTISED ON 17TH JUNE 2020.

THE PRE-BID MEETING FOR THE SUBJECT PROJECT WAS HELD ON 7TH JULY 2020 AT 2:30PM IN THE COMMITTEE ROOM OF SIDCL.

LIST OF PARTICIPANTS PREFERRED ATTENDING THE MEETING IS ATTACHED AS ANNEX-C.

THE QUESTIONS/QUIRIES WERE RECORDED / OBTAINED IN WRITING, AND RESPONDED-TO WITH APPROVAL OF THE PROCUREMENT COMMITTEE OF THE BOD.

THE BIDDERS ARE ADVISED TO FOLLOW THE PRE-BID MINUTES IN CONJUNCTION WITH THE ISSUED BIDDING DOCUMENTS, SUBJECT TO THE FOLLOWING DISCLAIMER.

ISSUED WITH APPROVAL OF THE COMPETENT AUTHORITY,
SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED



IMPORTANT NOTICE / DISCLAIMER

This ‘**RESPONSE TO BIDDERS’ QUERIES DOCUMENT**’ (this **Response Document**) is further to the ‘REQUEST FOR PROPOSAL’ (consisting of the Volume I – Request For Proposal (the **RFP**) and Volume II - Draft Supply Contracts (“**Draft Supply Contracts**”) issued in June 2020 (the **RFP Documents**) and the various queries received from the prospective bidders in respect of the bidding process relating to the Supply of Goods and Performance of Services for the Bus Rapid Transit System of the Orange and Green Lines (the **Project**). This Response Document is being circulated by the Sindh Infrastructure Development Company Limited (the **Employer**), solely for use by the recipients in preparing and submitting their Bids for participation in the competitive bidding process in relation to the Project. Upon signing of the Supply Contracts for the Project, the Supply Contracts will be the final and binding document and any responses set out in this Response Document will not have any effect or be sued for interpretation.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the RFP Documents.

This Response Document is not an agreement; its sole purpose is to provide interested parties with information that may be useful to them in making their offers (bids/proposals) pursuant to the RFP Documents. The RFP Documents and this Response Document includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Response Document may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party, that relies on, reads or uses this Response Document.

Neither the Employer nor its employees, personnel, agents, consultants, advisors and contractors etc., make any representation (express or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this Response Document or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Response Document or otherwise in connection with the Project.

The assumptions, assessments, statements and information contained in the RFP Documents, may not be complete, accurate, adequate or correct for the purposes of Bidders. Employer or any of its advisors has no liability for any statements, opinions or information provided in the RFP Documents. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the RFP Documents. The Bidders are required to undertake their independent



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

assessment and to seek independent professional advice on any or all aspects of the RFP Documents. No decision should be based solely on the basis of the information provided by the RFP Documents and this Response Document.

Employer expressly disavow any obligation or duty (whether in contract, tort or otherwise) to any Bidder. No Bidder is entitled to rely on Employer's involvement in the preparation of this Response Document or in the solicitation process as a basis for preparing the Bid or developing the Project.

IMPORTANT NOTE:

Prospective Bidders are hereby apprised that the Authority shall not entertain any queries ten (10) days prior to the submission of bids. The Authority reserves right not to respond to any further query similar in nature to that of already responded-to in this document.



RESPONSES TO PROSPECTIVE BIDDERS' QUERIES

| SR. NO. | SECTION NUMBER | SECTION | QUERY | SIDCL'S RESPONSE |
|---------|----------------|--|--|---|
| 1. | | Criteria for detailed evaluation, Technical Score, Specific Production Capacity (pg. 67) | Criteria for detailed evaluation, Technical score, Specific Production Capacity (pg 67) states that bidders must have sold a minimum of 500 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years. We do not understand the need for experience of manufacturing buses of 18 meters and 12 meters length specifically: surely experience of bus manufacturing of all specifications should suffice since measuring production capacity in general is important to gauge the strength and experience of a manufacturer, especially since previous criterion – stipulates bidders must have been in production of buses including 18 meters and 12 meters buses for at least five (05) years. We respectfully request that Specific Production Capacity is removed or revised. | Specific Production Capacity Evaluation Criteria in Serial No. 2 of the table provided under Part 2 (<i>Technical Score</i>) of Annexure B (<i>Evaluation and Qualification Criteria</i>) shall stand amended. Please refer to the revised criteria for the “ <i>Specific Production Capacity</i> ” under the revised Annexure B (<i>Evaluation and Qualification Criteria</i>) attached as Schedule 2 of this Response Document. |
| 2. | | Annexure A – Basic Eligibility Criteria (pg. 60) | Annexure A – Basic Eligibility Criteria (Pg. 60) stipulates that manufacturers must have ISO and TQM certifications. We understand the requirement for either ISO or TQM since they both measure quality assurance, but why | Not Agreed. Updated ISO Certification or equivalent thereof shall be required to meet basic eligibility criteria. However, TQM certification may be provided for additional points under Annexure B |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | the need for both certifications? ISO 9001 is the recognized international quality standard so we believe that ISO 9001 and ISO 14001 should be sufficient. We request that this criterion be revised to either ISO or TQM. | (Evaluation and Qualification Criteria) attached as Schedule 2 of this Response Document. |
| 3. | | Bidding Form F1 | Details of Financial Proposal for both 18 meters and 12 meters buses (pg. 55-56) stipulate Delivered At Place (DAP) incoterms. The bidding form contains a column for sales and other taxes per item, however, DAP incoterms does not include any local duties and taxes which are the responsibility of the tendering / procuring agency for the actual buses. (Note: Local taxes are only chargeable for the local maintenance component). For this reason, we also request that all local charges in Pakistan pertaining to clearance including wharfage and port charges, clearing agent charges and local transportation from port to nominated local delivery address should similarly be borne by the tendering / procuring agency. We hereby request that column for Sales and other taxes per item is removed and all local charges including afore listed local charges be responsibility of SIDCL. | Not Agreed. All Bidders are required to submit a bid price with DAP. However, since SIDCL is an importer, all the taxes and duties will be borne by SIDCL, however, the bidders will be required to deliver the Goods including Bus fleet at the designated depots i.e. Green Line depot and Orange Line depot. The Bidders are required to submit a bid price, excluding any taxes pertaining to the importer. |
| 4. | | Bidding Documentary Requirement | Bidding Documentary Requirement (pg. 60) states that Form of Bid Security to be dated, duly witnessed, signed by the authorized | Please refer to ITB 13.2 and 13.3, whereby the Bid Security shall be: (1) an irrevocable, unconditional and on- |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | <p>representative of the Bidder, notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate. However, bank guarantee can only be signed by bank representatives and any further signatures may invalidate the instrument. Moreover, the bank guarantee will be issued from Pakistani bank so it is not possible to attest by the Pakistani Embassy / Consulate in China. We request this requirement is simplified and attestation be removed.</p> | <p>demand bank guarantee in the form attached as Bidding Form F3, having a Minimum Credit Rating at all times, acceptable to the Employer; and (2) issued and maintained in USD by an issuing bank having the Minimum Credit Rating at all times. Therefore, the Bid Security may be issued and maintained in USD by a Pakistani bank or a foreign bank in each case having the Minimum Credit Rating.</p> <p>Where Bid Security is being issued by a Pakistani Bank then both the instrument and the issuing bank are required to meet the Acceptable Pakistan Credit Rating (as defined in the RFP Documents) and the bank guarantee is required to be on stamp paper.</p> <p>Where the Bid Security is issued by a foreign bank outside Pakistan then both the instrument and the issuing bank are required to meet the Acceptable International Credit Rating (as defined in the RFP Documents) and where the bid security is issued via SWIFT then the same may be submitted (along with the Bid) without requiring the same to be notarized and/or attested.</p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | <p>If, however, requirement of notarization and/or attestation are applicable on bid security issued via SWIFT, the Bidder shall be required to subsequently comply with the same. Bidders are requested to incorporate the cost of stamp duty in their Supply Price/Bid Price explicitly at the rate of 0.35% (or the applicable rate at the time of bid submission) of the total bid price; and if subsequently the stamp duty is not applicable/payable then the Supply Price/Bid Price will be adjusted downwards in accordance with the terms of the Supply Contracts.</p> |
| 5. | | | <p>Attestation by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan of every document from principal will take too long for the given time period until bid deadline. We request that attestation by notary public in country of origin (i.e. China) be sufficient.</p> | <p>Foreign documents being issued/signed outside Pakistan shall be required (as specified in the RFP) to be (1) notarized by the notary public in the country of origin; (2) consularised/attested by the Pakistan Embassy/Consulate and (3) stamped when brought into Pakistan.</p> <p>However, considering processing delays due to the on-going COVID 19, bidders may submit duly notarised and executed documents (without consularisation/attestation by the Pakistan Embassy/Consulate) at the</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | <p>time of bid submission on the Submission Deadline.</p> <p>Following completion of all consularisation/attestation requirements promptly provide documents to SIDCL and in any case not later than fourteen (14) days of the Bid Submission Deadline.</p> <p>It is clarified that submission of notarised documents without consularisation/attestation at the time of bid submission shall not render the Bid non-responsive.</p> |
| 6. | | | <p>Tendering requirements stipulate that all supporting documents from our JV partner must be attested by the Pakistani Embassy in China. However, due to restrictions put in place by COVID-19, it will not be possible to get our full tender bid documents completed by 29th July. In order to prepare our best and most competitive bid submission, we hereby respectfully request an extension to the bid submission deadline from the existing date 28th July 2020 to 14th September 2020.</p> | <p>Bid Submission Deadline is extended to August 12, 2020.</p> <p>The definition of “<i>Submission Deadline</i>” under the RFP shall stand amended to read as under “<i>means 15:00 hours (Pakistan Standard Time) on August 12 July 28, 2020 as may be extended by the Employer in terms of ITB 6.3 and ITB 17.5.</i>”</p> |
| 7. | | | <p>We also hereby request that the date of the Pre-Bid Meeting be pushed back from 7th July 2020 to 24th July 2020. This extension will allow all bidders ample time to study and</p> | - |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | scrutinize the details of the tender document so all queries can be ironed out and resolved within plenty of time. | |
| 8. | | | Due to the flight restrictions in place as a result of the COVID-19 pandemic, all international companies including our JV partner will be unable to send their representative to attend in person. For such a prestigious project, and bearing in mind the dynamism of SIDCL, we hereby request that appropriate arrangements be made to allow all other international bidders to attend the Pre-Bid Meeting via video conferencing facility. This will enable all international and domestic bidders to attend and participate in the Pre-Bid Meeting, will allow all queries to be table formally and officially which is in the best interests of open, fair and transparent competition. | - |
| 9. | | Page 75 | “orange line depot” should be “green line depot”, it should be typo as it was talking about the green line at that page. | On page 75 of the RFP, reference to “orange line depot” shall stand amended to read as “green line depot”. |
| 10. | | Form F2 | There is no bidding Form F2, but it is asking the supplier to submit Form F2, after checking we think the page 55-56 should be form F2, please confirm. | As per ITB 4.2, form titled ‘ <i>Details of Financial Proposal</i> ’ shall be Form F2 as provided on page 55-56. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 11. | | | As we calculate the time schedule to submit all the requested documents may take longer time due to the current Covid-19 situation, so we request your kind understanding to allow an extension on the bidding timeline for at least two weeks' time. | Please refer to response under Serial No. 6 above. |
| 12. | | Warranty | It is asked for 3 years warranty for all the parts on the bus except motor and battery, but as an international practice, the warranty policy always gives different terms on various parts, like the consuming parts there is no warranty, some electrical parts the warranty period is supposed to be shorter, please kindly clarify. | It is agreed that the warranty obligations are not applicable in respect of such as engine oil, brake oil etc. However, for all Goods (i.e., other than the Bus Battery and Structure) the Warranty Period shall continue to be three (3) Years as provided in the Draft Supply Contracts. |
| 13. | | | Mileage running per day for each model of bus and the full operating conditions road slope, road surface, running speed, passenger loading etc. As in the tender document, it is asking for gradients 20% it is very big like in mountain road: | Approximately daily running mileage would be 225-250 km for both Orange & Green Line Projects. |
| 14. | | Page 81 and 137 | Power ratio, as the tender is asking 15 hp per tons is it base on only engine power, or engine plus electric motor power? | It is based on engine plus electric motor power. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| 15. | | Page 81 and 137 | For electric motor power, the tender is asking 180 kw for 18 meters, 120 kw for 12 meters, should this be the peak power or rated power? | 180 kw for 18 m bus and 120 kw for 12 m bus are rated powers. |
| 16. | | | The wheelchair boarding bridge, is it must be the pull-out type or the flip over type also is acceptable? On the example picture it is flip over type. | Manual flap type boarding bridge can also be provided. |
| 17. | | | Will a consortium be acceptable by the tender committee, and the qualification criteria will be based on either party of the consortium or all parties plus together? | A single entity is required to meet the requirements of the RFP including the eligibility criteria specified in Annexure A (<i>Basic Eligibility Criteria</i>) and the Bidder is required to have local affiliations/agents permanently deployed in Pakistan till completion of the contract term. |
| 18. | | | The requirement for the interior clearance height is different between page 80 and page 83 (one is asking 2.1 meters while another one asks for 2.2 meters). | The clearance height is required to be 2.1 meters. On Page 83 and 139 part 4.5 (<i>Interior floor to ceiling</i>) of Annexure E (<i>Employers Requirements</i>) of the RFP references to “2.2 meters” will be replaced with “2.1 meters”. |
| 19. | | | The design drawing of the Green line & Orange line BRT stations if available; | Will be made available for the Successful Bidder. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 20. | | | 115 kwh & 60 kwh for 18m & 12m bus battery are mandatory or the suppliers can adjust the battery capacity according to their own design? Means only make sure the 50km electric only operation is OK? | 115 kwh & 60 kwh for 18m & 12m buses respect battery are mandatory requirements. |
| 21. | | | The supplier for ITS and its contact if available. | Procurement for ITS is being conducted in parallel to procurement of Buses. Further details can be shared once the procurement process has been completed. |
| 22. | | | Regarding the BRT we suggest there should be an AMT transmission with at least 6 gears design to satisfy the mass transit and adjust to different running condition. | Not Agreed. |
| 23. | | | We suggest the suppliers should have done at least 3 national level research projects regarding Hybrid bus product in their own country to show their research ability. | Not Agreed. |
| 24. | | | We suggest the suppliers should have won at least 3 provincial level awards regarding the hybrid bus product in their country to show their technical strength regarding hybrid bus. | Not Agreed. |
| 25. | | Page 67 | The bus production requirement, it should be requested as 6 meters or above (in China the formal bus sales quantity statistic includes 5 | Agreed. Please refer to the revised criteria for the “ <i>Overall Production Capacity</i> ” under the revised Annexure |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | meters or above products, but the 5-6 meters product technically are only vans, not buses), the data should come from the national governmental website to make sure its accuracy. | B (<i>Evaluation and Qualification Criteria</i>) attached as Schedule 2 of this Response Document. |
| 26. | | | Roll-over test base on ECE R66 is not applicable, ECE R66 only covers M2 or M3 Classes II or Class III or Class B. The city bus, both 18 meters and 12 meters city bus belong to Class I. | SIDCL has taken the decision to opt for Actual Roll Over test as per International Standards to be conducted for both 18 m & 12 m buses. This decision has been taken to ensure value for money, quality and minimal risk to human life owing to significant portion of Green Line as elevated corridor. |
| 27. | | Page 65 | The requirement for TQM certification, as TQM is only one certificate among many different quality management certifications, please kindly change it to be “TQM certification or other equivalent Quality Management Certifications”. | Please refer to response under Serial No. 2 above. |
| 28. | | | One error found for the 18 meters BRT specification requirement, on page 42 the requirement for Grade ability is “maintain 40km/hr or 4% upgrade and 20km/hr on 8% upgrade when fully loaded”, but on page 81, their requirement is “maintain 60km/hr or 4% upgrade and 40km/hr on 8% upgrade when fully loaded”, this two requirement is conflict. | Form T5 (<i>Technical Compliance</i>) on Page 42 the technical specification shall stand amended to read as follows: “ <i>Speed Limit of 50 kph at 4% slope and 30 kph at 8% slope.</i> ” |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| 29. | | | <p>As we know that budget of Green Line is from federal government and Orange line is from Sindh Govt. is there any official document describing finance dept. approval for the budgeted fund and budget resolution letter?</p> | <p>The Government of Sindh (GoS) has mandated SIDCL to undertake procurement and operations of the Orange Line Project for three years, and GoS shall provide 100% funding for the Orange Line Project.</p> <p>A Facilitation Agreement to record the aforesaid arrangement has been agreed between SIDCL and T&MT Department, GoS and recommended by the Chairman P&D Board, GoS.</p> <p>The Facilitation Agreement is currently being vetted by the Law Department, GoS.</p> <p>T&MT Department representative, during the Pre-bid Meeting held on 7.7.2020 also provided assurance that GoS is fully committed to the Orange Line Project.</p> <p>PSDP No 42 and ECNEC have approved funding for the Green Line Project in its meeting held on 26.3.2020.</p> |
| 30. | | | <p>There is about 55% contract amount which is after vehicles shipment and we request you to allow 100% payment against LC at site against the 10% performance bank guarantee.</p> | <p>Under Annexure F (<i>Schedule of Payment Milestones</i>) and Schedule 7 (<i>Schedule of Payment Milestones</i>), the</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | <div>percentages of the Supply Price for Goods shall stand amended as follows:</div> <table><tr><th>PAYMENT MILESTONE FOR SUPPLY FOR GOODS</th><th>PERCENTAGE PAYABLE</th></tr><tr><td>Advance Payment</td><td>Twenty-five (25) percent</td></tr><tr><td>On shipment from country of origin</td><td>Forty (40) percent</td></tr><tr><td>On delivery at the Delivery Point in Karachi</td><td>Twenty (20) percent</td></tr><tr><td>On issuance of Certificate of Compliance for each batch of Goods</td><td>Ten (10) percent</td></tr><tr><td>On issuance of First Release Certificate</td><td>Five (5) percent</td></tr></table> | PAYMENT MILESTONE FOR SUPPLY FOR GOODS | PERCENTAGE PAYABLE | Advance Payment | Twenty-five (25) percent | On shipment from country of origin | Forty (40) percent | On delivery at the Delivery Point in Karachi | Twenty (20) percent | On issuance of Certificate of Compliance for each batch of Goods | Ten (10) percent | On issuance of First Release Certificate | Five (5) percent |
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| PAYMENT MILESTONE FOR SUPPLY FOR GOODS | PERCENTAGE PAYABLE | | | | | | | | | | | | | | | |
| Advance Payment | Twenty-five (25) percent | | | | | | | | | | | | | | | |
| On shipment from country of origin | Forty (40) percent | | | | | | | | | | | | | | | |
| On delivery at the Delivery Point in Karachi | Twenty (20) percent | | | | | | | | | | | | | | | |
| On issuance of Certificate of Compliance for each batch of Goods | Ten (10) percent | | | | | | | | | | | | | | | |
| On issuance of First Release Certificate | Five (5) percent | | | | | | | | | | | | | | | |
| 31. | | | We would request you to arrange “Certificate of Compliance” from a renowned third-party | The following definitions shall stand inserted in the Draft Supply Contracts: | | | | | | | | | | | | |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | <p>inspection company to make the process even more transparent. We would also request you to define the clear parameters of certificate of compliance in line with the tender scope of supply.</p> | <p><i>“IE Certificate of Compliance”</i> means the certificate of compliance to be issued by the Independent Expert respectively for the First Batch of Goods and the Second Batch of Goods following inspection prior to dispatch of each Batch of Goods from the country of origin in accordance with Clause 6.8A(b)(i).</p> <p><i>“IE Certificate of Rejection”</i> means the certificate of rejection that may be issued by the Independent Expert in respect of any Batch of Goods following inspection prior to dispatch of each Batch of Goods from the country of origin in accordance with Clause 6.8A(b)(ii).</p> <p><i>“Independent Expert”</i> or <i>“IE”</i> means the independent third party selected following mutual agreement between the Parties and appointed by the Supplier at its own cost within three (3) months from the issuance of the Notice to Proceed.</p> <p><i>“Non-Compliant Goods”</i> has the meaning set out in Clause 6.8A(b)(ii).”</p> |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | <p>Sub-clause (b) and (c) of Clause 6.4 (<i>Prototype Tests</i>) shall stand amended to read as follows:</p> <p><i>“(b) The Supplier shall give the <u>Independent Expert</u> and the Employer’s Representatives two (2) weeks’ preliminary notice of the time and Test Location for the testing of the Prototype Bus. <u>The Independent Expert</u> and the Employer’s Representatives <u>along with the Employer’s Engineer</u> shall be entitled to be present at the aforementioned Test Location for testing of the Prototype Bus.</i></p> <p><i>(c) Following successful completion of the Prototype Tests by the Supplier and issuance of the <u>Independent Expert’s</u> report on completion of the Prototype Tests, a certificate shall be issued by the Employer certifying the successful completion of the Prototype Tests (“Prototype Tests Acceptance Certificate”). It is hereby clarified that the Prototype Tests Acceptance Certificate shall only be considered issued for purposes of this Contract after being countersigned by the <u>Independent Expert</u>.”</i></p> <p>The following Clause 6.8A shall stand inserted in the Draft Supply Contracts:</p> |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | <p><u>“6.8A INSPECTION AND ISSUANCE OF IE CERTIFICATE OF COMPLIANCE</u>”</p> <p><i>(a) Prior to dispatch of each Batch of Goods, the Independent Expert shall inspect such shipment of the Batch of Goods including: (i) Production Buses, to ensure that each Bus conforms with the Approved Final Bus Design; (ii) Spare Parts, to ensure that the Spare Parts meet the Applicable Standards; and (iii) set of tools and diagnostic equipment, to ensure that the tools and diagnostic equipment meets the Applicable Standards.</i></p> <p><i>(b) Following inspection of each Batch of Goods, the Independent Expert shall either:</i></p> <p><i>(i) issue certificate of compliance in respect of the entire Batch of Goods delivered, verifying that each of the Goods is in compliance with the requirements or standards prescribed under this Contract including as specified under Clause 6.8A(a) (the “IE Certificate of Compliance”); or</i></p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | <p>(ii) issue certificate of rejection in respect of the entire Batch of Goods delivered, if the Independent Expert determines (along with providing the reasons for rejection) that any of the Goods in the relevant Batch of Goods is found to have any Defect or Deficiencies (“Non-Compliant Goods”) (the “IE Certificate of Rejection”).</p> <p>(c) In the event of issuance of a IE Certificate of Rejection, the Supplier shall remedy, replace, modify or make good any Defect or Deficiencies in the Non-Compliant Goods within fourteen (14) days (or such other number of days agreed between the Parties). Thereafter, the inspection procedure set out in this Clause 6.8A (IE Inspection and Issuance of Certificate of Compliance) shall be repeated for the Non-Compliant Goods and the IE Certificate of Compliance shall be issued once all Goods in a Batch of Goods are accepted in accordance with Clause 6.8A(b)(i).</p> <p>(d) Any Defect or Deficiencies in the</p> |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | <i>Non-Compliant Goods shall be remedied by the Supplier, at its sole cost and risk, without any extension for delay in achieving: (A) the Delivery Date on or before the corresponding Scheduled Delivery Date; and (B) the Delivery Completion Date on or before the Scheduled Delivery Completion Date.”</i> |
| 32. | | | We find finance reports for “Karachi Infrastructure Development Company” for three years (2016-2018), now it is SIDCL Company. Kindly share the certificate or notification regarding company name alteration, this is required by our principal company. | Certificate of Incorporation on the Change of Name has been duly issued by SECP on July 23, 2019. The same will be uploaded on the SIDCL website. |
| 33. | | | Kindly share project feasibility report which is requested by our principal. | All requirements are provided in the RFP Documents. |
| 34. | | | Kindly share the latest update/progress for the infrastructure construction for Green & Orange Line and how much percentage completed now and when the authority has planned its operation? Against this information is required by our principal. | Progress updates on the Green Line Project infrastructure are available on www.sidcl.com.pk . As updated by the representative of T&MTD, GoS the physical works on the Orange Line Project are about 65% complete (main corridor is completed, work on stations and depot are still in |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | progress). Construction works on the Orange Line Project infrastructure have resumed and it is expected to be completed approximately within six months. |
| 35. | | | We would request you to change the delivery term or CFR or CIF instead of DAP. This may allow the authority to claim duty exemption and in case authority does not have any exemption, we would still request you to share official the duties and taxes structure for the import of required vehicles so that these duties and taxes could be calculated accordingly. It is also requested to clearly mention to allow all bidders to offer DAP prices in USD. | Please refer to response under Serial No. 3 above. |
| 36. | | Annexure A – Basic Eligibility Criteria | Lastly, regarding Net Worth and Average Annual Turnover, we wish to query why the project requirement stipulates “revenues only pertaining to bus production to be considered”. The rationale for requesting the Net Worth and Average Annual Turnover of bidders is to assess the financial strength of each bidder, to ensure it is capable of fulfilling the project contract in case it wins the tender. | Please see response under Serial No. 105. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 37. | | | Kindly also specify clearly the scope of insurance. We assume that authority is asking for inland insurance of the vehicles for 3 months from the arrival date i.e. vehicles would be standing in authority yard before formal operations to ensure drivers and staff training. | Scope of insurances have been indicated in the Employer's Requirements. The Bidder is required to submit list of insurances to be obtained by the Bidder in accordance with ITB 36 that may be required for the performance of the Supplier's Obligations. |
| 38. | | | Running mileage each day respectively Green / Orange. | Approximately daily running mileage would be 225-250 km for both Orange & Green Line Project. |
| 39. | | | Running mileage for one round trip (from start point to end point and return to start point) for Green and Orange Line respectively. | The Green Line Project corridor length is 21 km, so one round trip would be 42 km. The Orange Line Project corridor length is 4 km, however, the total round trip length is expected to be around 20 km. |
| 40. | | | How many times of charge and how long per charge per day respectively Green / Orange Line? | Query is unclear. Buses are Regenerative Hybrid buses and not Plug-In Hybrid Buses. |
| 41. | | | Referring to Point 42 size of electric motor (minimum), if the power is rated power or peak power? | Please refer to response under Serial No. 15 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 42. | | | Battery size and range capacity, what is the actual standing working conditions such as ____ slope) speed, load, A/C or without AC? | All relevant requirements are provided under Bus Technical Specifications in the RFP Documents. |
| 43. | | | Warranty of battery and motor is requested 12 years or 1.2 million mileage, if it is compulsory requirement as you know normally warranty of batter is just 6-8 years. | It is a compulsory requirement and such warranty period for bus batteries has been provided in precedent projects in Pakistan. |
| 44. | | | Prototype Test, our Principal has special test centre that is approved by authorities in China and international institutions, so would it be possible our Principal can proceed the test in our test centre, or government must assign third party to make the tests. Kindly clarify. | Prototype tests can be conducted at the test center facility approved by the authorities. All costs related to Prototype testing will be borne by the Supplier. |
| 45. | | | Regarding the roll over test (regulation ECE R66), if government can accept computer simulation test or must request actual bus test? | Actual roll over test is required and simulation results will not be acceptable. Also Prototype Bus for testing will be excluded from the Batch. Please also refer to response under Serial No. 260. |
| 46. | | | If spare parts warranty is also 36months? However spare parts generally is different from bus, and different parts has different warranty period. | The Warranty Period for Goods including Spare Parts is 36 months as provided under the Draft Supply Contracts. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| 47. | | | If ITS system is provided by SIDCL | ITS system relating to the Buses has to be provided by the Supplier as per the Employer's Requirements whereas any other ITS system relating to station management will be provided by SIDCL. |
| 48. | | | other items, please reference the enclosed "Orange/Green Line specification compliance and question | - |
| 49. | Table No.1 | | Spare parts package to be provided prior to issuance of First Release Certificate (One set to be provided) Kindly inform us about the criteria of the certificate you required. | The criteria for issuance of the First Release Certificate is set out in Schedule 8 (<i>First Release Certificate Criteria</i>) of the Supply Contract. |
| 50. | Page 2 | | In tender documents (page No2) kindly inform us the estimated time to issue letter of invitation. | The Letter of Invitation is deemed issued on the same day as issuance of the RFP Documents. |
| 51. | | | The Prototype Bus (18+12 Meter Buses) included your required quantity? | Please refer to response under Serial No. 45 above. |
| 52. | | | Who will support the funding facilities to SIDCL? | Please refer to response under Serial No. 29 above. |
| 53. | | | Who will arrange the following Bank Guarantee. Supplier (Foreign)/Local Agent? 1. 2 % bid bond | All bank guarantees are required to be arranged by the Bidder in accordance with requirement of the RFP Documents. With respect to taxes being |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | 2. 10% Performance Bank Guarantee 3. Warranty Bond 4. Duties, Taxes & Customers Clearance Charges 5. Registration, License, Operational Books Cost | borne by the Employer, please refer to response under Serial No. 3 above. | | | | |
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| 54. | | | Bid bond generated in USD currency, please also confirm us other Bank Guarantee. | Please refer to the definition of “ <i>Supplier’s Security(ies)</i> ” under the Draft Supply Contracts which provides that the Advance Payment Bond, the Performance Bond and the Warranty Bond shall be denominated and payable in USD. | | | | |
| 55. | | | Please confirm us for matter of attested documents. | Please refer to response under Serial No. 5 above. | | | | |
| 56. | | | Please extend the delivery period. | <div>The delivery schedule under the RFP Documents including as provided in Annexure E (<i>Employer’s Requirements</i>) and Schedule 5 (<i>Schedule of Delivery</i>) shall stand amended to read as follows:</div> <table><tr><th colspan="2">GREEN LINE PROJECT</th></tr><tr><td>1st batch/tranche of Goods</td><td>Five (5) months from the Notice</td></tr></table> | GREEN LINE PROJECT | | 1 st batch/tranche of Goods | Five (5) months from the Notice |
| GREEN LINE PROJECT | | | | | | | | |
| 1 st batch/tranche of Goods | Five (5) months from the Notice | | | | | | | |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | | <p>to Proceed under the Green Line Supply Contract for buses to be shipped from manufacturer's country of origin.</p> <p>Issuance of LC shall not be the prerequisite to the Notice to Proceed and Advance Payment, and the delivery schedule timeline shall immediately come in effect from issuance of Notice to Proceed.</p> |
| | | | | <p>2nd batch/tranche of Goods</p> | <p>Seven (7) months from the Notice to Proceed under the Green Line</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | | Supply Contract for buses to be shipped from manufacturer's country of origin. |
| | | | | ORANGE LINE PROJECT | |
| | | | | Single batch/tranche of Goods | Five (5) months from the Notice to Proceed under the Orange Line Supply Contract for buses to be shipped from manufacturer's country of origin. |
| 57. | | | Please provide the details for insurance police of vehicle. | Please refer to the response provided under Serial No. 37. | |
| 58. | | | Please clarification of Bidding Form F1, for Financial Proposal, 1. Convert in USD Currency? 2. DAP Payment 3. Please provide other relevant information | 1. Payments in respect of the Goods shall be made in USD whereas payments in respect of the Services shall be made in PKR (USD amount converted into equivalent PKR based on the Conversion Rate). | |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | <p>“Conversion Rate” means the Telegraphic Transfer and Over Draft (TT&OD) composite (selling) exchange rates published/authorised by National Bank of Pakistan on the date falling twenty-eight (28) days prior to the Bid Submission Deadline.</p> <p>2. The Supplier is required to deliver the Goods including the Buses at the Delivery Point for Orange and Green Line respectively.</p> |
| 59. | | | Please confirm us all the documents of Tender will be signed by Local agent/Supplier/foreign | Please refer to ITB 15.2, the relevant documents forming the Bid shall be signed by the “Authorised Representative” of the Bidder duly authorized pursuant to a written power of attorney (as set out in Bidding Form T3). |
| 60. | 9 | <p>“Submission Deadline” means 15:00 hours (Pakistan Standard Time) on July 28, 2020 as may be extended by the Employer in terms of ITB 6.3 and ITB 17.5.</p> | <p>Time is very short for bidders.</p> <p>1. You had requested lots of documents for notarized by Notary Public and attested by Pakistani Embassy. As we checked, they required one month to finish all the procedure. I need 5 days to prepare the documents.</p> | Please refer to response under Serial No. 5 and No. 6 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | <p>2. There are no flights from China to Pakistan because Pakistan government is not allowed China to bring passengers. So we have to send by DHL, which will take at least 10 days and they can not ensure us.</p> <p>Totally $30+5+10=45$ days required at least from today. We request to delay for One more month, which will be around 28th, Aug.</p> | |
| 61. | 17 | <p>Payments in respect of the Goods shall be made in USD whereas payments in respect of the Services shall be made in PKR (USD amount converted into equivalent PKR based on the Conversion Rate).</p> | <p>Because the contract might be implemented after 8 months for service. We are not sure what will be the exchange rate afterwards. If it is fixed, it is not good for both of us.</p> <p>Add one clause, the exchange rate should be revised when there is a fluctuation of 2%.</p> | <p>Not Agreed.</p> <p>The currency fluctuation risk for Goods has been assumed by the Employer (SIDCL). Only the exchange rate risk pertaining to Services and certain locally sourced Goods (such as lubricants) is parked with the Bidders as payments for such Services and locally sourced Goods will be payable in PKR based on the Conversion Rate.</p> |
| 62. | 17 | <p>13.3 The Bid Security shall be issued and maintained in USD by an issuing bank having the Minimum Credit Rating at all times, acceptable to the Employer.</p> | <p>13.3 Like China we are opening through ICBC or China Bank or SCB (Standard Chartered Bank). Is that OK?</p> <p>Need your kind clarification.</p> | <p>Please see response in Serial No. 4 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| 63. | 60 | <p>1. Duly stamped.</p> <p>2. FORM of bid security</p> | <p>1. Where we can get stamp duty paper? We print out this on this stamped paper or just pasted them?</p> <p>2. BG will from Bank on English version. Again, we have to arrange notarization and attesting by Embassy?</p> <p>3. Remove the requirement of stamp duty.</p> <p>4. Remove requirement of notarization and attestation by Pakistan Embassy.</p> | Please see response in Serial No. 4 above. |
| 64. | 74 | For the battery packs and electric motors, the Supplier will provide all necessary replacements for 12 years or 1.2 million kilometers of service, whichever of these two milestones are realized first. | <p>No battery packs. Please delete.</p> <p>Delete battery packs.</p> | Not Agreed. Battery Packs will be required as per mentioned in the Technical Specifications under the RFP Documents. |
| 65. | 79 | <p>i. Completion of first full unit at Factory: Seventy (70) days from the date of Notice to Proceed.</p> <p>ii. Delivery of first batch/tranche of vehicles comprising of a minimum of half (50%) of the 18-meter vehicle quantity: Maximum of three (3) months from the date of Approval of Final Production Bus Design.</p> <p>iii. Delivery of second batch/tranche of vehicles comprising of another half (50%) of the 18-meter vehicle</p> | <p>In page 30, item 33.3, however, under the Green Line Supply Contract, the Supplier may, at its discretion, opt to deliver Goods in either two (2) batches or in a single batch. That means we can deliver 18m bus in single batch of after 5 months from the date of approval final production bus design.</p> <p>Suggest to delivery all the buses in one batch within five months after approval of final production bus design to save sea freight.</p> | Not Agreed. Please refer to response under Serial No. 56 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | quantity: Maximum of five (5) months from the date of Approval of Final Production Bus Design. | | |
| 66. | | 12. Angle of Approach (Fully Laden) ≥ 10 degrees 13. Angle of Departure (Fully Laden) ≥ 9 degrees | In fact you already asked for a tyre of 275 and floor height 350mm, as per design of international standard, normally the angle will be around 7° . If you want higher one, then the floor height can not meet. What we understand is that you want to ensure the running on the route should not be touch with any ground. For this we already studied the route and we can ensure this. But please change the angle to 7° . | Agreed. Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents the requirements for angle of approach and departure shall stand amended as follows: "Angle of Approach (Fully Laden) ≥ 7 degrees 13. Angle of Departure (Fully Laden) ≥ 7 degrees". |
| 67. | | 19. Free door with per passenger door 1.4m | In fact the door width from edge to edge is 1.4m. In the drawing, it is showed the same. It is not the width when we installed the door. Need to clarify that the door shall be arranged as per drawing which showed the door size. | Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents references to the width for "Free door width per passenger door" shall stand amended from "1.4 meters" to "1.2 meters". |
| 68. | | 23. seat pitch 730mm | From where to where. How to calculate? Need to clarify the seat pitch. | As provided under Annexure E (<i>Employer's Requirements</i>) of the RFP. |
| 69. | | 25. Number of seats 40 | It will be around 35 if the seat pitch is 730mm. Changed it into 35 seats. | For the Green Line Project the seat pitch shall remain unchanged at 730 mm. However, under Form T5 |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents references to minimum number of seats required will be amended from "40 seats" to "36 seats". |
| 70. | | 31. Side window height 980mm | <p>Last piece of window will be around 910mm because there is a step in the last row. And passengers can see outside very clearly. Others are ok.</p> <p>Side window height should be min 980mm Except last row glass.</p> | For the Green Line Project under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents references to last row window shall be amended from "980 mm" to "910 mm". |
| 71. | | 5.7.1 Side and rear window | <p>A positive lock type emergency latch shall be furnished on each emergency window frame.</p> <p>Need to clarify what is A positive lock type emergency latch.</p> | Generally, this means that emergency doors / windows must be equipped with an active latch bolt, so that when the door / windows comes to a close, it will latch . The latch bolt of a lockset or hardware would provide this positive latch . |
| 72. | | 7.2.4 and 7.2.5 and 7.2.7 and 8.3 Battery | <p>Should be deleted. It is not plug in bus.</p> <p>Delete the description of battery.</p> | Not Agreed. |
| 73. | | 7.12.5 Maintainability | <p>What we understand is that if the pressure is not normal, the driver should know. In fact we have sensors in compressor, when the pressure is low or high, there will be alarming in AC</p> | Not Agreed. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | Must have high and low refrigerant pressure electronic gauges to be in the return air area. | control panel. Your requirement to install a gauges is not so convinence for the driver. They have to go there and check. Pressure sensors shall be installed to check the level. In case of any abnormal pressure, there shall be a alarming in AC control panel. | |
| 74. | | 10.6.8 Rollover Test | We can provide rollover CAE analysis report and certificate. Should we make physical rollover test on demo? Report and certificate should be acceptable. | Please refer to response under Serial No. 45 above. |
| 75. | | 10.Axle load, rear-axle (maximum) 12,000 kg | Normally for 12m city hybrid bus, the rear axle load will be around 13000kg to meet loading requirement. Change it to 13000kg. | For the Orange Line Project, under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents references to axle load, rear axle shall be amended from "12,000 kg" to "13,000 kg". |
| 76. | | 12. Angle of Approach (Fully Laden) ≥ 10 degrees 13. Angle of Departure (Fully Laden) ≥ 9 degrees | In fact you already asked for a tyre of 275 and floor height 350mm, as per desgin of international standard, normally the angle will be around 7°. If you want higher one, then the floor height can not meet. What we understand is that you want to ensure the running on the route should not be touch with any ground. For this we already studied the route and we can ensure this. But please | Please refer to response under Serial No. 66 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | change the angle to 7°. | |
| 77. | | <p><input type="checkbox"/> Advance Payment: Twenty (20) percent of the Supply Price for Goods payable within forty-five (45) days of the issuance of the Notice to Proceed provided the Supplier has delivered the Advance Payment Bond.</p> <p><input type="checkbox"/> On Shipment from Country of Origin: Twenty Five (25) percent of the Supply Price for Goods on shipped/cargo from the country of origin of the Goods. <input type="checkbox"/> On delivery at the Delivery Point in Karachi: Twenty Five (25) percent of the Supply Price for Goods on delivery to the Delivery Point (Karachi, Pakistan).</p> <p><input type="checkbox"/> On Issuance of Certificate of Compliance for Each Batch of Goods: Twenty Five (25) percent of the Supply Price for Goods on issuance of Certificate of Compliance for each Batch of Goods.</p> <p><input type="checkbox"/> Upon issuance of First Release Certificate: Five (05)</p> | <p>Because bidders have a very big capital investment for procurement of parts, customs clearance, tax payment, we request the following payment item:</p> <p>30% advance</p> <p>60% on shipment</p> <p>10% on issuance of certificate of compliance sheet</p> <p>A BG of 5% for warranty insurance should be open for valid of 3 years.</p> <p><input type="checkbox"/> Advance Payment: Thirty (30) percent of the Supply Price for Goods payable within forty-five (45) days of the issuance of the Notice to Proceed provided the Supplier has delivered the Advance Payment Bond.</p> <p><input type="checkbox"/> On Shipment from Country of Origin: Sixty (60) percent of the Supply Price for Goods on shipped/cargo from the country of origin of the Goods.</p> <p><input type="checkbox"/> On delivery at the Delivery Point in Karachi: Ten (10) percent of the Supply Price for Goods on delivery to the Delivery Point (Karachi, Pakistan).</p> <p><input type="checkbox"/> On Issuance of Certificate of Compliance</p> | Please refer to response under Serial No. 30 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | percent of the Supply Price for Goods upon issuance of First Release Certificate. TERMS OF PAYMENTS PAYMENT MILESTONE FOR S | for Each Batch of Goods: Ten (100) percent of the Supply Price for Goods on issuance of Certificate of Compliance for each Batch of Goods. <input type="checkbox"/> The awarded bidder shall open a bank guarantee at 5% of the Supply Price for goods before the shipment, which the valid should be 3 years. | |
| 78. | | | As we know that budget of Green Line is from federal government and Orange line is from Sindh Govt., is there any official document describing finance dept. approval for the budgeted fund and budget resolution letter? | Please refer to response under Serial No. 29 above. |
| 79. | | | There is about 55% contract amount which is after vehicles shipment & we request you to allow 100% payment against LC at site against the 10% performance bank guarantee | Please refer to response under Serial No. 30 above. |
| 80. | | | We would request you to arrange "Certificate of Compliance" from a renowned third party inspection company to make the process even more transparent. We would also request you to define the clear parameters of certificate of compliance in line with the tender scope of supply. | Please refer to response under Serial No. 31 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 81. | | | We find finance reports for “Karachi Infrastructure Development Company” for three years (2016-2018), now it is SIDCL Company. Kindly share the certificate or notification regarding company name alteration, this is required by our principal company. | Please see response under Serial No. 32 above. |
| 82. | | | Kindly share project feasibility report which is requested by our principal | Please see response under Serial No. 33 above. |
| 83. | | | Kindly share the latest update/progress for the infrastructure construction for Green & Orange Line & how much percentage completed now and when the authority has planned its operation? Again this information is requested by our principal. | Please see response under Serial No. 34 above. |
| 84. | | | We would request you to change the delivery term to CFR or CIF instead of DAP. This may allow the authority to claim duty exemption and in case authority doesn't have any exemption, we would still request you to share official the duties & taxes structure for the import of required vehicles so that these duties and taxes could be calculated accordingly. It is also requested to | Please see response under Serial No. 3 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | clearly mention to allow all bidders to offer DAP prices in USD. | |
| 85. | | | Kindly clarify exactly what kind of licensing is required from the bidders. Bidders can get the vehicles registered only as per land of law and can confirm the specs in accordance with the specifications mentioned in the tender so homologation & licensing should be the responsibility of the authority as per land of law. | Please see response under Serial No. 36 above. |
| 86. | | | Kindly also specify clearly the scope of insurance. We assume that authority is asking for inland insurance of the vehicles for 3 months from the arrival date i.e. vehicles would be standing in authority yard before formal operations to ensure drivers & staff training. | Please see response under Serial No. 37 above. |
| 87. | | | What's the expiring date of bid security and performance security, and whether it must the embassy certification for the bid security and performance security. | <p>Please refer to Serial No. 4 for response on certification of securities.</p> <p>As per ITB 13.3, the Bid Security is required to be valid until twenty-eight (28) days following the Bid Validity Period i.e., one hundred twenty (120) days from the Submission Deadline, as may be extended by the Employer.</p> <p>As per Clause 8.2(b) of the Supply Contract, the Performance Bond is</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | required to be maintained until twenty-eight (28) days after the Delivery Completion Date. |
| 88. | | | The embassy certification of all documents is very long process and could not satisfy tender required time. | Please refer to response under Serial No. 5 above. |
| 89. | | | Running mileage each day respectively Green/Orange. | Please refer to response under Serial No. 38 above. |
| 90. | | | Running mileage for one round trip (from start point to end point and return to start point) for Green & Orange Line respectively. | Please refer to response under Serial No. 39 above. |
| 91. | | | How many times of charge and how long per charge per day respectively Green/Orange Line? | Please refer to response under Serial No. 40 above. |
| 92. | | | Referring to Point 42 size of electric motor (minimum), if the power is rated power or peak power? | Please refer to response under Serial No. 41 above. |
| 93. | | | Battery size and range capacity, what's the actual standard working condition such as road (flat or slope), speed, load, A/C or without AC? | Please refer to response under Serial No. 42 above. |
| 94. | | | Warranty of battery and motor is requested 12 years or 1.2million mileage, if it is compulsive | Please refer to response under Serial No. 43 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | requirement as you know normally warranty of battery is just 6-8 years. | |
| 95. | | | Prototype Test, our Principal has special test center that is approved by authorities in China and international institutions, so would it be possible our Principal can proceed the test in our test center, or government must assign thirty party to make the tests. Kindly clarify. Also please clarify if SIDCL will pay the prototype test cost? | Please see response under Serial No. 44 above. |
| 96. | | | Regarding the roll over test (regulation ECE R66), if government can accept computer simulation test or must request actual bus test? | Please refer to response under Serial No. 45 above. |
| 97. | | | If spare parts warranty is also 36 months? However spare parts generally is different from bus, and different parts has different warranty period. | Please refer to response under Serial No. 46 above. |
| 98. | | | If ITS system is provided by SIDCL. | Please see response under Serial No. 47 above. |
| 99. | | Bid Bond | Can Bid Bond be submitted by Local agent? | Bid Security shall be submitted by the Bidder and not by the local agent. |
| 100. | | Performance Bond, Advance payment Bond and Warranty Bond | Can Performance Bond, Advance Payment Bond and warranty Bond be submitted by Local agent? | The relevant bid securities are required to be submitted by the Bidder and not by the local agent. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| 101. | | Federal, Provincial, Local duties, levies and taxes | <p>Federal, Provincial, Local custom duties, levies and taxes etc. are part of Supply of Goods (Green and Orange Lines Buses), also fall under LC payment terms?</p> <p>Suggestion:</p> <p>Our point, this should be out of LC payment terms and should be paid locally, either through SIDCL or Local agent.</p> | Please refer to response under Serial No. 3 and Serial No. 258. |
| 102. | | Inco Term: | <p>Can we change project Inco term for this project from DAP to CIF?</p> <p>Understanding:</p> <p>Considering Federal /provincial related project, SIDCL might have some concession or exemption from custom duties and local taxes.</p> <p>Suggestion:</p> <p>If SIDCL will able to explore concession / exemption, if any, then this should be CIF Karachi Port basis.</p> | Please refer to response under Serial No. 3 above. |
| 103. | | Insurance | <p>Can local insurance arrangement be shifted to Employer (SIDCL)?</p> <p>Understanding:</p> | Please refer to response under Serial No. 37 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>Being supplier, it would be too difficult to arrange requisite insurance, especially when the owner is SIDCL.</p> <p>Suggestion:</p> <p>It's better, if this should arrange by SIDCL, being owner of buses. This would be appropriate with Government protection and rangers.</p> | |
| 104. | | Bank Guarantee / Bonds Formats | <p>RFP includes "Bank Guarantee Format" which can't be changed as per RFP document.</p> <p>Understanding:</p> <p>Practically, different Banks (International or Local) have different formats and sometimes they have concerns from their legal department and amend lines accordingly. Thus difficult to comply this point exactly.</p> <p>Suggestion:</p> <p>There must be some permission to modify Bonds Formats in compliance of Bank's internal legal policies, but without disturbing spirit /protection of related Bond.</p> | <p>The format of the bank guarantee provided is based on precedent transactions. However, while minor modifications may be permissible any material deviations will not be allowed.</p> |
| 105. | | Eligibility for Bid | <p>Can minimum threshold for net worth \$ 200 Million and Average Annual Revenue \$ 750 million be reduced, to meet basic eligibility criteria?</p> | <p>The criteria for financial score under Annexure B (<i>Evaluation And Qualification Criteria</i>) shall stand amended under the revised Annexure B (<i>Evaluation and Qualification Criteria</i>)</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | Suggestion: It should be reduced significantly, so more supplier can be eligible to bid for healthy competition. | attached as Schedule 2 of this Response Document. |
| 106. | | Prototype Buses | Will two Prototype Buses (1+1) include in required quantity (80 + 20)? Understanding: Our understanding, it's included in quantity. I mean (79 + 1 and 19 + 1). Here, 1 denotes to prototype buses. Suggestion: Please confirm our understanding with thanks. | Please refer to response under Serial No. 45 above. |
| 107. | | Bidding Time Lines: | Bidding timeline is too short i.e. July 28, 2020, Can it be extended? Understanding: Due to COVID-19 scenario, all Concerned institutions are working with 50% work force or even less. This is global catastrophic situation, process for documentation, is slow here in Pakistan and bidder's country as well. | Please refer to response under Serial No. 6 above. |
| 108. | | Bidding Documents requirements. 1. Letter of Proposal | Most of the bid documents requires: | Foreign documents being issued/signed outside Pakistan shall be required (as specified in RFP Documents) to be |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | <p>2. Forms of various bonds.</p> <p>3. Power of attorney</p> <p>4. Different Undertakings</p> <p>5. Board Resolutions</p> | <p>10-a)- Duly witnessed, signed by the authorized representative of the Bidder, notarized by the notary public in the country where it is issued and</p> <p>10-b)- attested by the Pakistan Embassy/Consulate; and to be adequately adhesive stamped when brought into Pakistan with a stamp duty in PKR.</p> <p>Understanding:</p> <p>In case of foreign Bidder (Supplier):</p> <p>Action against point 10-a will be executed in Supplier's country.</p> <p>Actions against point 10-b will be executed in Pakistan.</p> <p>Please guide if above understanding is NOT correct.</p> | <p>notarized by the notary public in the country of origin and attested by the Pakistan Embassy/Consulate also located in the in the country of origin.</p> |
| 109. | 25.1 (A1 and B1) | Payment Milestones for Supply of Goods: | <p>Can payments terms be improved from mentioned in “Annexure F – Schedule of Payment Milestones” page 180?</p> <p>Understanding:</p> <p>As per RFP, following are the Milestones:</p> <ol style="list-style-type: none"> 1. 20% advance payment 2. 25 % at shipment stage | <p>Please refer to response under Serial No. 30 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>3. 25% at delivery stage</p> <p>4. 25 % upon compliance certificate</p> <p>5. 5% upon first release Certificate</p> <p>Suggestion:</p> <p>We would request for following:</p> <p>1. 30% advance payment</p> <p>2. 30 % at shipment stage</p> <p>3. 25% at delivery stage</p> <p>4. 10 % upon compliance certificate</p> <p>1. 5. 5% upon first release Certificate</p> | |
| 110. | 25.1 (B1 and B2) | Payment Milestones for Maintenance Supervision | <p>Can payments terms be improved from mentioned in “Annexure F – Schedule of Payment Milestones” page 180?</p> <p>Understanding: Currently in RFP, it’s on quarterly basis for this segment.</p> <p>Suggestion: We would request payment on monthly basis for this segment.</p> | Not Agreed. |
| 111. | | | <p>We wish to clarify why Joint Venture / Consortium are prohibited in the subject tender as highlighted by SIDCL legal representative during the pre-bid meeting. We wish to point out that PPRA Rules do not prohibit or restrict participation by Joint Venture / Consortium under any</p> | Please refer to response under Serial No. 17 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>circumstances. In addition, our principal has advised us that they participated on BRT projects in Peshawar and Multan which both permitted Joint Venture / Consortium. Permitting Joint Venture / Consortium will promote healthier competition and maximize the number of bidders which will offer better value for the public purse. As such we request that SIDCL permits participation by Joint Venture / Consortium for the said tender, unless a definitive justification / rationale can be communicated.</p> | |
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| SR. NO. | SECTION NUMBER | SECTION | QUERY | RESPONSE |
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| 112. | | <p>The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language. In case any printed literature furnished by the Bidder is in a language other than English, it shall need to be accompanied by an English translation (notarized by Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan) of its pertinent passages for the purposes of</p> | <p>The requirement of Notary and attestation by Pakistan Embassy/Consulate is a very long process and may not be fulfilled for bidding purpose. As per the Embassy of Pakistan Beijing, Original documents issued by Chinese Government Departments (only) can be attested and International bidders from China would not able to get required attestation from Pakistan Embassy/Consulate in China.</p> | <p>Please refer to response under Serial No. 5 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|---|--|---|
| | | interpretation of the Bid. In case of any discrepancy, the English translation shall govern | <p>Ref. http://www.pakbj.org/index.php?m=content&c=index&a=show&catid=29&id=37</p> <p>The translated documentation on official letter head of bidder or local partner with the company stamp should be accepted to provide ease to bidders. Subject to the authorization of Main Principle.</p> | |
| 113. | | ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such | <p>Bidder will be responsible for the soft version document preparation, but how will the documents be sealed and stamped, will the designated local person do this work ? Need to be clarify refer to the integrity pack , Power of Attorney , Can Affidavit letter shall we send scanning copies with signature and stamp , and color print in Pakistan while taking color print in Pakistan & later replacing with the original considering the timelines. will it be acceptable?</p> <p>Authorize person / local partner should be able to seal and stamp the bidding documents on behalf of international partner.</p> <p>On Authorization by principal the local partner shall be allowed to submit the necessary documentation on local partner</p> | <p>Please refer to ITB 15.2, the relevant documents forming the Bid shall be signed by the “Authorised Representative” of the Bidder duly authorized pursuant to a written power of attorney (as set out in Bidding Form T3).</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | letter head provided local partner has firm with NTN & registration in Pakistan. | |
| 114. | | Evidence indicated for each technical qualification criteria specified in Annexure B (Evaluation and Qualification Criteria). | Most of the evidence documents required for evaluation is in chinese languages. Please clarify if you need the original contract to support which will be translate in English version with stamp. if this is expectable or we go for Embassy certification and do they need the original contract to support As we are Listed enterprises in China the financial report and production sales data is open to public they still need certificate or not, English Translation with company stamp is acceptable. | Please refer to ITB 7 (<i>Language of Bid</i>) whereby the Bid shall be written in English language and any printed literature furnished by the Bidder is in a language other than English, it shall need to be accompanied by an English translation (notarized by Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall govern. For relaxation in timelines for fulfilling consularisation/attestation requirements for foreign documents please refer to response under Serial No. 5 above. |
| 115. | | Bidders are expected to carefully examine the Bidding Documents when preparing their Bid and use only the relevant Bidding Forms as set out in ITB 4.1. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be | Bidding forms are not available online rather available in PDF format only Please upload all bidding forms in soft copy for bidders so that bidders can fill the forms easily rather than re-creating the forms entirely. | Subject to ITB 4.4, word version of the RFP issued in June 2020 will be uploaded for reference. However, the RFP Documents remain subject to any subsequent changes made thereto including pursuant to this Response Document and the Bidders shall be |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|---|
| | | accepted. All blank spaces shall be filled in with the information requested. Any deviations/omissions/reservations from the formats provided in the Bidding Documents shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies in providing the information requested may result in rejection of a Bid. | | responsible for ensuring compliance with RFP Documents (as may be amended) in the submission of its Bid. |
| 116. | | <p>The Financial Proposal, in accordance with Bidding Form F2, shall provide a lump sum price for all the Supplier's Obligations, including delivery of the Goods and the performance of Services, each in accordance with the requirements of the Supply Contracts. Payment of the Supply Price shall be subject to all such taxes as specified in the Supply Contracts</p> <p>Details of Financial Proposal, as set out in Bidding Form F2, in accordance with ITB 10.</p> | <p>Bidding Form F2 Is missing in Tender Documents.</p> <p>In case Bidding Form F2 is being referred to Form on page 55-56 of 180, Bidding Form F1 is written mistakenly in header of page.</p> <p>The Bidding Form F2 to be made part of Tender Document.</p> | Please refer to response under Serial No. 10 above. |
| 117. | | The Successful Bidder shall be responsible for the Supplier's Taxes in accordance with the requirements as stipulated in the Supply Contract | Please clarify that what taxes would be applicable? | As stated in ITB 10.4, Bidders are required to specify, in their Financial Proposal, all Supplier's Taxes |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|--|---|---|
| | | | <p>Pleas share complete & clear schedule of appropriate taxation for bidders to including price.</p> | <p>applicable in relation to the provision of Supplier's Obligations.</p> <p>However, taxes being borne by the Employer (as clarified under Serial No. 3 above) are not required to be specified in the Financial Proposal.</p> |
| 118. | | | <p>Looking at the Bidding Form F2 and ITB 14.2(2), it can be understood that the model of procurement being proposed in DDP basis i.e. all duties and taxes are to be paid by the supplier.</p> <p>In practical implementation, this is impossible to achieve for international bidder for following reasons:</p> <p>We recommend the following:-</p> <ol style="list-style-type: none"> 1. Price to be made on CIF basis. 2. SIDCL should pay all related duty & taxes at the port after bus arrival. 3. Supplier will only facilitate SIDCL in Clearing process <p>Please Considering the explanation, we recommend to convert this into CFR price.</p> <p>Duty Taxes to be paid by the SIDCL. Supplier will facilitate the process.</p> | <p>Please refer to response under Serial No. 3 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|--|--|---|
| 119. | | | <p>Looking at the Bidding Form F2 and ITB 8.2, it can be understood that the bidding forms cannot be altered, however, there is no provision in the Bidding Form F2 and Payment Terms in Annexure F for international bidder to split the supplies such as Spare Parts Package. The Lubricants and Tires fall under dangerous goods shipment and local production of such items are also up to equally good standards. Therefore, international bidders through their local agents may want to supply such items locally from within the Employer's Country to benefit the local economy of Employer's country. Since large quantities of Lubricants are required, this would be beneficial for Employer's country Oil marketing companies.</p> <p>Considering the explanation, we recommend to allow amendment by Bidders into this form whereas the structure should be same and only rows could be increased further divide the components.</p> <p>The local supplies should be allowed by international bidders and their payment terms should be changed.</p> <p>Please Explain Licensing? Which types of Licensing included?</p> | <p>Please refer to response under Serial No. 3 and Serial No. 258.</p> <p>The Supplier is required to conduct its independent due diligence as to the licensing requirements as part of its Supplier's Obligations.</p> |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| 120. | | | <p>The payment terms are not supportive for international bidders as only 45% payment is being received till the goods reach Karachi Port. Whereas if Employer wishes to continue with DDP basis contract, 40% are only duties and taxes at time of clearance. This increases the risk of supplier by multiple times as manufacturer would have produced the buses and supplied them therefore the cost for them would have been 100% already. These payment terms should be changed as the risk of international bidders to these payment terms are very high. Employer is already covered with Performance bonds and Advance Payment Bond. Hence, the payment should not be withheld</p> <p>The proposed payment terms are:</p> <ol style="list-style-type: none"> 1. Advance Payment (20%) within 15 days of submission of Advance Payment Bond (Please note, since contract signing the successful bidder has 70 days to manufacture prototype) 2. On Shipment (50%) 3. On Delivery (10%) 4. On Issuance of Certificate of Compliance (15%) | <p>Please refer to response under Serial No. 30 above.</p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|--|---|
| | | | 5. Upon Issuance of First Release Certificate (5%) | |
| 121. | | <p>BRT Fleet Delivery Schedule:</p> <ul style="list-style-type: none"> i. Completion of first full unit at Factory: Seventy (70) days from the date of Notice to Proceed. ii. Delivery of first batch/tranche of vehicles comprising of a minimum of half (50%) of the 18-meter vehicle quantity: Maximum of three (3) months from the date of Approval of Final Production Bus Design. iii. Delivery of second batch/tranche of vehicles comprising of another half (50%) of the 18-meter vehicle quantity: Maximum of five (5) months from the date of Approval of Final Production Bus Design | <p>The delivery within 3 months from approval of final production bus design is not possible due to global pandemic causing disturbance in supply chains. The shipping time alone from China to Pakistan is around 30 days and considering the time on port for clearance, 15 days are required. Therefore in remaining 45 days, Successful bidder will have to procure the material, manufacture the buses, perform quality testing, get shipping line and load the buses to ship for shipment to Pakistan which is impossible to achieve. All the international bidders are supplying buses globally and therefore have pre-orders working and assembly lines in use for other orders as well therefore, they cannot delivery within 3 months. 70 days are being given for prototype to be manufactured in China were total of 90 days are being given to produce, ship, custom clearance and delivery to Karachi which is unreasonable</p> <p>The delivery timeline should be:</p> <ul style="list-style-type: none"> i. Completion of first full unit at Factory: Seventy (70) days from the date of Notice to Proceed. | Please refer to response under Serial No. 56 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|--|
| | | | ii. Delivery of first batch/tranche of vehicles comprising of a complete (100%) of the 18-meter vehicle quantity: Maximum of 6 to 8 months from the date of Approval of Final Production Bus Design. | |
| 122. | | <input type="checkbox"/> 25 Points, if: <ul style="list-style-type: none"> <input type="checkbox"/> been in production for at least five (05) years; and <input type="checkbox"/> been sold a minimum of 500 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years; <input type="checkbox"/> 20 Points, if: <ul style="list-style-type: none"> <input type="checkbox"/> been in production for at least five (05) years; and <input type="checkbox"/> been sold a minimum of 400 units of 18 meters city buses and 250 units of 12 meters city buses over the last five (05) years; <input type="checkbox"/> 15 Points, if: <ul style="list-style-type: none"> <input type="checkbox"/> been in production for at least five (05) years; and <input type="checkbox"/> been sold a minimum of 250 units of 18 meters city buses | <p>18 meters buses are sold only on specific Special projects, the requirements on such projects are limited as mostly 12 meters buses are used globally in urban environment. Considering Pakistan itself, there are about 200 buses of 18 meter combined on all BRT projects in Pakistan whereas there are more than 500 12 meter buses running. Similarly globally, according to published data by European unit, in Europe, only 19% of buses are articulates buses in mass transit system whereas rest of the buses are all non-articulated (12m/9m) urban city buses therefore, the requirement of production of more than 500 units of 18m buses against only 300 units of 12m is not standard as per the globally accepted phenomenon.</p> <p>ref. https://www.globalmasstransit.net/archive.php?id=2181</p> <p>we recommend reducing this requirement to allow for maximum participation of international and national bidders and we</p> | Please refer to response under Serial No. 1 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|---|
| | | <p>and 150 units of 12 meters city buses over the last five (05) years;</p> <p><input type="checkbox"/> 10 Points, if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> been in production for at least five (05) years; and <input type="checkbox"/> been sold a minimum of 150 units of 18 meters city buses and 100 units of 12 meters city buses over the last five (05) years; | <p>suggest below criteria as per the explanation and global phenomenon:</p> <p>25 Points, if: been in production for at least five (05) years; and been sold a minimum of 200 units of 18 meters city buses and 500 units of 12 meters city buses over the last five (05) years;</p> <p>20 Points, if: been in production for at least five (05) years; and been sold a minimum of 150 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years</p> <p>10 Points, if: been in production for at least five (05) years; and been sold a minimum of 100 units of 18 meters city buses and 200 units of 12 meters city buses over the last five (05) years;</p> | |
| 123. | | <p>Specific Production Capacity:</p> <p>25 Points, if: been in production for at least five (05) years; and been sold a minimum of 500 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years;</p> | <p>What kind of documents are required to prove the capacity of manufacture?</p> <p>Assurance on Letter head?</p> <p>Assurance on letter head is recommended</p> | <p>Supply contracts/purchase orders entered into by the Bidder for other projects clearly stating the number of buses being supplied/sold may be provided as proof of 'Specific Production Capacity'.</p> |
| 124. | | <p>.....</p> <p>Insurances procured by the Supplier should include comprehensive</p> | <p>Most of the insurances offered within Pakistan or internationally for transportation and as required for 3 months from delivery will not cover the terrorism, vandalism and</p> | <p>Please refer to response under Serial No. 37 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|---|---|
| | | <p>insurance for terrorism, vandalism and sabotage</p> <p>.....</p> | <p>sabotage. They are comprehensive insurances that cover accidents and damages but do not cover terrorism specifically</p> <p>We request to allow comprehensive insurance without the clause for terrorism by the buyer / SIDCL.</p> | |
| 125. | | <p>Vehicle length (minimum - maximum) 17.5 - 19.0 meters</p> <p>Center-line distance between the front median-side doors 2.7 meters</p> <p>Center-line distance between the second and third median-side doors 5.78 meters</p> <p>Free door width per passenger door (minimum) 1.4 meters</p> | <p>The most popular understanding of free width door mean the net clearance while the door is open. Based on European and China regulation, the min free door width is 1.1m. In case of 1.4m free width door, the door size will extend at least 0.3m which will cause a longer front overhang, longer wheelbase and less standing space for passenger cabin.</p> <p>As the two doors shall be installed between front/middle axle, the center line distance 2.7m+5.78m also will cause a longer wheelbase.</p> <p>So these requirement will cause the length of BRT will be much longer than 19m</p> <p>Seat pitch require 730mm, but at the same time requires more than 40 seats and even more requires wheel chair area minimum 1.3m and at the same time 3 passenger door on each side.</p> <p>technically some of the requirement is self-contradictory</p> | <p>For change in minimum door width clearance, please refer to response under serial no. 67 above. All other specifications shall remain unchanged.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>1. In order to have a reasonable design, recommend 1.1m free width door/the center line distance 2.3m+6m</p> <p>2. in light of the explanation, we recommend to make the free door width to 1.1 meters to allow for buses to be within limit of 19m as extending length beyond 19m is not recommended which would affect the angle of departure and angle of approach.</p> <p>For Now the most serious issue is due to the passenger door layout</p> <p>Station sliding door layout with dimension Must be provided, as based on spec from the competitor and tender documents Technical information is inconsistent with each other. Simply speaking, without the station door layout, even the passenger door can not be confirmed.</p> <p>In detail: refer to the tender documents,</p> | |
| 126. | | <p>Number of manual pull-out boarding bridges from curb-side doors and median-side doors:6 (one for each door)</p> <p>Number of manual pull-out boarding bridges from curb-side doors and</p> | <p>The manual pull-out boarding bridges is not suitable for the station usage as it is not convenient to pull out and pull in. And limited to the width of bus body, the structure of pull-out boarding bridge cannot be installed while two opposite doors are at same location of both side of bus.</p> | <p>Please see response under Serial No. 16 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|---|---|
| | | median-side doors:4 (one for each door) | We recommend to use manual flap type boarding bridges and please also share the information about the station step, like height and target slope while ramp is open. | |
| 127. | | <p>For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm</p> <p>For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):200 mm</p> <p>For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm</p> <p>For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):200 mm</p> | <p>The European regulation about the distance between wing mirror and body is 250mm to make sure a balance between wide driver rear view from mirror and size of mirror. If the distance is much less than regulation, like 150/200mm, the driver will get less view from the rear mirror and maybe not able to react to unexpected traffic.</p> <p>Recommendation to use European Regulation for both right and left side of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm 250mm</p> | Not Agreed. |
| 128. | | Vehicle height (from road surface to highest point on roof) (maximum) 3.3 meters | The requirement does not entail the factor that buses are Diesel-Hybrid in nature and modern shape that is required. The requirement of Diesel-Hybrid technology is such that the Battery packs would have to be installed on the buses Roof therefore, the roof height cannot meet this requirement. In case the | Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents, the maximum height shall stand amended from "3.3m" to "3.5m". |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>batteries are adjusted in the body of bus i.e. not on roof, the space from passenger area would be reduced impacting the length of the bus and free passenger space requirement. The roof of bus also has to accommodate the AC Condensers which are of significant size. As per Figure 3. suggested out look of bus in Supply Contract, please note the extension is attached to roof therefore the height till the highest point may not be suitable as per requirement.</p> <p>It is suggested to kindly increase this height limit to 3.5m</p> | |
| 129. | | <p>Interior floor to ceiling: The interior clearance height (from the vehicle floor to the ceiling) for the front passenger area shall be a minimum of 2.2 m.</p> | <p>ITB 40 and ITB 50, 2.6 mentions, the minimum interior clearance to be 2.1m</p> <p>It is suggested to keep the minimum interior Clearance to be 2.1m.</p> | <p>Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents, the Interior Clearance height shall stand amended from "2.2m" to "2.1 m".</p> |
| 130. | | <p>Floor height (from road surface to interior floor at doorways) 350 mm</p> | <p>The variation on the road infrastructure doesn't allow the buses to be perfectly aligned at 350mm and station platform height can vary from 350mm as per our experience. Therefore we recommend to keep the floor height variable from 350-380mm to accommodate such variation in the buses because once the buses have been manufactured, the air bellows in the buses would be designed for 350mm and any</p> | <p>Not Agreed.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>alterations later on would result in life of such air bellows.</p> <p>We recommend to keep the floor height between 350 to 380mm to accommodate such variation in the infrastructure.</p> | |
| 131. | | <p>.....Vehicle door opening and closing shall be wirelessly communicated to the sliding doors at the station interface. The design of the wireless communication and the actual activation of the station doors must be approved by the Employer prior to installation.</p> | <p>The installation of equipment on bus doors is very minor part of the infrastructure and therefore, the door equipment to be installed on buses is in all cases supplied by station door supplier so integration of such system is easy and without any flaw. Therefore, the equipment should be supplied by the door manufacturer as in the cases of all BRT projects globally</p> <p>It is recommended that such equipment to be provided by station door supplier.</p> | Not Agreed. |
| 132. | | <p>.....This must also be coordinated with the expansion/contraction of the boarding bridges.</p> | <p>There will be no automated boarding bridge on the bus, so the coordinating with the boarding bridge should be not applicable.</p> <p>It is suggested to be removed from the requirement.</p> | Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents, the requirement of the boarding bridge shall stand deleted. |
| 133. | | <p>Angle of Approach (Fully Laden) ≥ 10 degrees</p> <p>Angle of Departure (Fully Laden) ≥ 9 degrees</p> | <p>Considering the low entry/floor bus, this angle of approach and departure can't be met for the following reasons:</p> <ol style="list-style-type: none"> 1. The bus floor height is 350mm | Please refer to response under Serial No. 66 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>2. to accommodate floor height required, the axles of buses would be much lower than 350mm and the Lowest Point Outside</p> <p>Front Axle would be approximately 150mm which is Lower thrust rod ball head, front axle.</p> <p>3. To accommodate floor height required, the axles of buses would be much lower than 350mm and the Lowest Point Outside rear Axle would be approximately 150mm which is Lower thrust rod seat, C beam.</p> <p>4. To cover these lowest points of buses, the front and rear bumpers are to be extended similarly as of car so the minimal bottom portion of vehicle can be seen and majority portion is hidden behind bumpers.</p> <p>5. Considering above requirements and our calculations of front overhang (Distance from centre of front wheel to front bumper) Approx 2800mm, the requirement of angle of approach can't be met as the maximum achievable angle with these requirements can be 7 Degrees</p> <p>6. Considering above requirements and our calculations of rear overhang (Distance from centre of rear wheel to rear bumper)</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>Approx 3500mm, the requirement of angle of departure can't be met as the maximum achievable angle with these requirements can be 6 Degrees otherwise engine/axles/transmissions would have to move upwards which would affect the floor height and overall height of bus otherwise engine oil chamber would burst after repeated hits on it</p> <p>Please clarify.</p> | |
| 134. | | <p>Energy Storage and Controller: Design and performance data shall be provided by the Supplier to the Purchaser. Energy storage shall be of a commercial design capable of operating in the Purchaser transit environment.</p> | <p>Please elaborate the commercial design for clarity</p> <p>Please clarify.</p> | <p>Under Annexure E (<i>Employer's Requirements</i>) of the RFP Documents for Green & Orange Line, serial no. 7.1.4 shall stand deleted.</p> |
| 135. | | <p>All vehicles shall have air suspension with electronic self-levelling control. The suspension system shall be self-adjusting with respect to any load imbalances that may occur. The basic suspension system shall last the life of the vehicle without major overhaul or replacement.</p> | <p>The rubber components include air balloon should be considered like a consumption parts, which needs replacement after normal wear the basic suspension is suggested to be not including rubber components.</p> | <p>Agreed. The rubber components (having ordinary wear and tear) will not be covered by the Goods Warranty Obligations under the Draft Supply Contracts.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | <p>All friction parts or suspension shall be equipped with replaceable bushings and inserts.</p> <p>All axles should be properly aligned so the vehicle tracks accurately within its size and geometry.</p> | | |
| 136. | | <p>Vehicles are to have pneumatic anti-lock brake systems designed to ensure safe braking under normal and emergency conditions and appropriate for the operating environment. The braking system shall be balanced such that braking effort is appropriately distributed between all wheels to ensure maximum tire kilometers and equal rate of wear in front and rear break blocks. The braking system shall meet all current national and local safety standards.</p> <p>An emergency brake release shall also be provided to release the brakes in the event of automatic emergency brake application. The driver shall be able to manually depress and hold down the emergency brake release valve to release the brakes and maneuver the BRT vehicle to safety. Once the driver releases the emergency brake release</p> | <p>It is difficult to understand the emergency brake release function, it this item mean that the driver have one button which have a separate air cylinder and can emergency stop the bus after the driver push the button?</p> <p>Need more detailed clarification of the function's purpose.</p> | <p>Please refer to Annexure E (<i>Employer's Requirements</i>) of the RFP Documents for a detailed description.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | valve, the brakes shall engage to hold the BRT vehicle in place. Air to the emergency brake release system shall be provided by a dedicated emergency air tank supplied by the electric pump system. | | |
| 137. | | When the driver master switch is in the “run” or “night/run” mode, the first light module on each side of the BRT vehicle shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened. When in “Off” or “On” all lights shall be also on or off. | Please explain "When the driver master switch is in the “run” or “night/run” mode, the first light module on each side of the BRT vehicle shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened. When in “Off” or “On” all lights shall be also on or off." | Please refer to Annexure E (<i>Employer's Requirements</i>) of the RFP Documents for a detailed description. |
| 138. | | LED lamps used for tail, brake and turn signal lamps shall be a minimum of 18 cm in diameter. | the signal lamps shall be a minimum of 18 cm in diameter, for our current model the dimension is too big to comply, we will use the lamp compliant with European standard It is suggested to cancel the size requirement. | References to “18cm in diameter” for LED lamps shall stand deleted in Annexure E (<i>Employer's Requirements</i>) the RFP Documents. |
| 139. | | The body shall be designed to meet a useful vehicle life of 12 years or 1.2 million kilometers, whichever of these two milestones arrive first. The body shall be reinforced at joints where stress concentration may occur. The vehicle shall safely withstand road shocks and other conditions found in | Subject to 'rollover test', shall the structures need to test in real or just by simulation? We suggest to accept simulation results as it will add to unnecessary cost to employer as bus will go to waste after roll over test | Please refer to response under Serial No. 45 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | urban services. Body paneling shall have adequate thermal and acoustic properties and shall not vibrate unduly while the vehicle is in operation. The structure shall meet the compliance standards for the rollover test stipulated through Regulation 66 of the United Nations Economic Commission for Europe (ECE-R66) | | |
| 140. | | The display will interface with the Real Time Passenger Information (RTPI) System supplied by the ITS Supplier for display of messages. | More explanation of the Real Time Passenger Information (RTPI) System is required. This system will be required to be supplied by bus supplier or the independent ITS supplier? Please clarify. | RTPI will be provided by the ITS Supplier however possibility of proper interference should be available. The information related to bus station inside the bus will be covered under Internal Variable Messaging Display System which is to be provided by Bus Supplier. |
| 141. | | The Employer may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with ITB 6, in which case all rights and obligations of the Employer and the Bidders previously subject to the earlier Submission Deadline shall thereafter be subject to extended Submission Deadline. | Extension of Tender due to COVID We recommend you to extend the Submission deadline due to bad situation of COVID. | Please refer to response under Serial No. 6 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| 142. | | | The seat pitch for the BRT is asked as minimum 730 mm, because there is different standard and understanding of the seat pitch, is that possible that you may send us the detailed requirement like measuring from which point to which point it should be minimum 730mm? Or if there is a drawing shows this requirement? | Please refer to response under Serial No. 69 above. |
| 143. | | | On page 75 of the RFP file, the "orange line depot" should be "green line depot", it should be a typo as it was talking about the green line at that page. | Please refer to response under Serial No. 9. |
| 144. | | | There is no bidding form F2 but it is asking the suppliers to submit form F2, after checking we think the page 55-56 should be form F2, please confirm. | Please refer to response under Serial No. 10 above. |
| 145. | | | As we calculate the time schedule, to submit all the requested documents may take longer time due to the current Covid-19 situation, so we request your kind understanding to allow an extension on the bidding timeline for at least two weeks' time. | Please refer to response under Serial No. 6 above. |
| 146. | | | Warranty. It is asked for 3 years warranty for all the parts on the bus except motor and battery, but as an international practice, the warranty policy always gives different terms | Please refer to response under Serial No. 12 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | on various parts, like the consuming parts there is no warranty, some electrical parts the warranty period is supposed to be shorter, please kindly clarify; | |
| 147. | | | Mileage running per day for each model of bus and the full operating conditions road slope, road surface, running speed, passenger loading etc. As in the tender document it is asking for gradients 20%, it is very big like in mountain road; | Please refer to response under Serial No. 13 above. |
| 148. | | | Power ratio, as the tender is asking 15 hp per tons, is it base on only engine power, or engine plus electric motor power (page 81 & 137)? | Please refer to response under Serial No. 14 above. |
| 149. | | | For electric motor power, the tender is asking 180kw for 18 meters, 120kw for 12 meters, should this be the peak power or rated power (page 81, 137)? | Please refer to response under Serial No. 15 above. |
| 150. | | | The wheelchair boarding bridge, is it must be the pull-out type or the flip-over type also is acceptable? On the example pictures it is flip-over type. | Please refer to response under Serial No. 16 above. |
| 151. | | | Will a consortium be acceptable by the tender committee, and the qualification criteria will | Please refer to response provided under Serial No. 17 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | be based on either party of the consortium or all parties plus together? | |
| 152. | | | The requirement for the interior clearance height is different between page 80 and page 83 (one is asking 2.1 meters while another one asks for 2.2 meters). | Please refer to response under Serial No. 18 above. |
| 153. | | | The design drawing of the Green line & Orange line BRT stations if available; | Please refer to response under Serial No. 19 above. |
| 154. | | | 115kwh & 60 kwh for 18m & 12m bus battery are mandatory or the suppliers can adjust the battery capacity according their own design? Means only make sure the 50km electric-only operation is OK? | Please refer to response under Serial No. 20 above. |
| 155. | | | The supplier for ITS and its contact if available; | Please refer to response under Serial No. 21 above. |
| 156. | | | Regarding the BRT we suggest there should be an AMT transmission with at least 6 gears design to satisfy the mass transit and adjust to different running condition. | Please refer to response under Serial No. 22 above. |
| 157. | | | We suggest the suppliers should have done at least 3 national level research projects regarding Hybrid bus product in their own country to show their research ability. | Please refer to response under Serial No. 23 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| 158. | | | We suggest the suppliers should have won at least 3 provincial level awards regarding the hybrid bus product in their country to show their technical strength regarding hybrid bus. | Please refer to response under Serial No. 24 above. |
| 159. | | | On page 67, the bus production requirement, it should be requested as 6 meters or above (in China the formal bus sales quantity statistic includes 5 meters or above products, but the 5-6 meters product technically are only vans, not buses), the data should come from the national governmental website to make sure its accuracy. | Please refer to response under Serial No. 25 above. |
| 160. | | | Roll-over test base on ECE R66 is not applicable, ECE R66 only covers M2 or M3, Classes II or Class III or Class B. The city bus, both 18 meters and 12 meters city bus belong to Class I. | Please refer to response under Serial No. 26 above. |
| 161. | | | On page 65, the requirement for TQM certification, as TQM is only one certificate among many different quality management certifications, please kindly change it to be "TQM certification or other equivalent Quality Management Certifications". | Please refer to response under Serial No. 2 above. |
| 162. | | | One error found for the 18 meters BRT specification requirement, on page 42 the requirement for Grade ability is "maintain | Please refer to response under Serial No. 28 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | | 40km/hr on 4% upgrade and 20km/hr on 8% upgrade when fully loaded”, but on page 81, their requirement is “maintain 60km/hr on 4% upgrade and 40km/hr on 8% upgrade when fully loaded”, this two requirement is conflict. | |
| 163. | | Bidding Form F1 | <p>Bidding Form 1 is written mistakenly in header of page whereas the information on such pages is not related to bidding forms</p> <p>Please remove Bidding Form F1 as it is creating confusion whether to include this page in Financial Bid or not.</p> | Reference to “Bidding Form F1” on page 34 of the RFP stand deleted. |
| 164. | | Bidding Form F1 Technical Compliance | <p>Bidding Form 1 is written mistakenly in header of page whereas the information required is of Bidding Form T5.</p> <p>Please replace Bidding Form F1 and Insert "Bidding form T5".</p> | Reference to “Bidding Form F1” on page 40 of the RFP stand deleted and replaced with “Bidding Form T5”. |
| 165. | | Bidding Documents if the criteria, as set out in Annexure A (Basic Eligibility Criteria), is satisfied and any non-compliant Bid shall be rejected by the Employer | <p>There are no bidding forms that can reflect the requirements of Eligibility Criteria Specifically for following:</p> <ol style="list-style-type: none"> 1. Experience 2. Financial Situation/Historical Financial Performance <p>Such bidding forms should be designed and put in the tender documents so that a standardization is maintained while</p> | <p>The following information may be provided in this regard:</p> <p><i>For Experience</i></p> <ul style="list-style-type: none"> • Certified true copies of production line documentation illustrating Bidders general and specific production capacity • Supply contracts/purchase orders entered into by the Bidder for other |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | evaluating the bids making it easier for technical evaluation committee to evaluate the performance of companies. | <p>projects clearly stating the number of buses being supplied/sold may be provided as proof of 'Specific Production Capacity'.</p> <ul style="list-style-type: none"> • ISO Certifications or equivalent thereof • Completion certificates for previous projects <p><i>For Financial Situation</i></p> <ul style="list-style-type: none"> • Certified true copies of the most recent audited financial statements highlighting net assets. • Certified true copies of the last three (03) years audited financial statements for size of operations. |
| 166. | | The Successful Bidder shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the Supplier's Obligations | Clarification required for foreign bidders that what consents, approvals, permits and licenses applicable under laws of Pakistan are required to complete the performance obligation of Supplier. | The Supplier is required to conduct its independent due diligence to determine and obtain all relevant consents relating to performance of the Supplier's Obligation and SIDCL shall provide reasonable assistance as required. |
| 167. | | Each Bidder shall indemnify the Employer, its affiliates and their advisors fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from a | Does the Bidding Form T2 - Integrity Pact fulfil this requirement? | No change required. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|--|
| | | Bidder's breach of its obligations referred to above and other obligations under the Bidding Documents | If the Bidding form T2 - Integrity Pact fulfil this requirement, please amend the ITB 2.5 particularly to state this for clarity of Bidders. | |
| 168. | | Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Employer, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them | Does the Bidding Form T2 - Integrity Pact fulfil this requirement? If the Bidding form T2 - Integrity Pact fulfil this requirement, please amend the ITB 27.4 particularly to state this for clarity of Bidders | No change required. |
| 169. | | The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language. In case any printed literature furnished by the Bidder is in a language other than English, it shall need to be accompanied by an English translation (notarized by Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall govern | The requirement of Notarization and attestation by Pakistan Embassy/Consulate is a very long process and may not be fulfilled for bidding purpose. As per the Embassy of Pakistan Beijing, Original documents issued by Chinese Government Departments (only) can be attested and International bidders from China would not able to get required attestation from Pakistan Embassy/Consulate in China. Ref. http://www.pakbj.org/index.php?m=content&c=index&a=show&catid=29&id=37 The requirement of attestation should be dropped for all documents that have to be attested as it will be a long process and not under the control of any bidder as due to | Please refer to response under Serial No. 5 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>pandemic, public interactions at embassies are limited and it may ultimately result in delay beyond the control of bidder.</p> <p>The translated documentation on official letter head of bidder with the company stamp should be accepted to provide ease to bidders</p> | |
| 170. | | <p>Bidders are expected to carefully examine the Bidding Documents when preparing their Bid and use only the relevant Bidding Forms as set out in ITB 4.1. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any deviations/omissions/reservations from the formats provided in the Bidding Documents shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies in providing the information requested may result in rejection of a Bid.</p> | <p>Bidding forms are not available online rather available in PDF format only.</p> <p>Please upload all bidding forms in soft copy for bidders so that bidders can fill the forms easily rather than re-creating the forms entirely.</p> | <p>Please refer to response under Serial No. 115 above.</p> |
| 171. | | <p>Signed and filled out Letter of Technical Proposal undertaking unconditional acceptance of the Supplier's Obligations, as set out in Bidding Form T1</p> | <p>As per ITB 9.2(1) and Bidding Documentary Requirements, Bidding Form T1 To be dated, signed by the Authorized Representative, duly witnessed, and duly stamped (PKR 100/). Paying of stamp duty is a long process</p> | <p>Please refer to response under Serial No. 5 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>for foreign which means that international bidder will not be able to compile the bid in their country of origin and would have send the documents to Pakistan to get documents duty stamped which would create uncontrollable delays for the bidder.</p> <p>Considering the Pandemic and limited working of Government offices, the requirement of duty stamp shall be replaced with "Printed on Company's Letter head and stamped with Company official Stamp".</p> | |
| 172. | | <p>Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding Form T3, in accordance with ITB 15.2</p> <p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder (the “Authorised Representative”). This authorization shall consist of a written power of attorney, as set out in Bidding Form T3, or a board resolution indicating that the person(s) signing the bid has(ve) the authorisation to sign on behalf of the Bidder. This authorization must contain the name and position held by each</p> | <p>As per ITB 9.2(2) and Bidding Documentary Requirements, Bidding Form T3 To be dated; witnessed; signed by an authorized person; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy/Consulate; and to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 500/-.</p> <p>The process to get power of attorney attest is below as per Pakistan Embassy Beijing website:</p> <p>Person has to manage two Pakistani Nationals and type their names and CNIC on the Power of Attorney as a witness (all three should have original CNIC, passports and two photographs each).</p> | <p>Please refer to response under Serial No. 5 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| | <p>person signing the authorization and name and position of the authorised signatory</p> | <p>2. All three to visit of Consular Department of Embassy/ Consulates General in person and sign/ make thumb impressions on the Power of Attorney in front of the Consular Officer.</p> <p>3. The Consular Officer attests the Power of Attorney and will hand over the original document to the applicant after necessary procedure</p> <p>As it can be read from the above, that this is a very lengthy process and such process is impossible to meet these days due to pandemic. Since most of the international bidders will nominate people from their local agent to sign stamp and submit the bid, it is impossible to meet this requirement by any international bidder.</p> <p>Other issue is with stamp duty. As the bid by international bidders are being compiled in their country of origin, sending documents to Pakistan to get them duty stamped is a very long and non-reliable process due to pandemic situation. Therefore, this is also not possible to meet.</p> <p>The requirement of attestation should be dropped for all documents that have to be attested as it will be a long process and not under the control of any bidder as due to pandemic, public interactions at embassies</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | <p>are limited and it may ultimately result in delay beyond the control of bidder.</p> <p>The translated documentation on official letter head of bidder with the company stamp should be accepted to provide ease to bidders</p> <p>Considering the Pandemic and limited working of Government offices, the requirement of duty stamp shall be replaced with "Printed on Company's Letter head and stamped with Company official Stamp".</p> | |
| 173. | | <p>Documentary evidence establishing that the Bidder is eligible and not blacklisted, as set out in Bidding Form T4, in accordance with Annexure A (Basic Eligibility Criteria).</p> <p>Integrity Pact, as set out in Bidding Form T2, in accordance with ITB 38.</p> <p>In case the Bidder is a foreign entity, details of its local agent to be deployed in Pakistan in accordance with the requirements of the Supply Contracts (in the event the Supply Contracts are awarded to the Bidder) along with an undertaking by the Bidder, as set out in Annexure D (Undertaking), with respect to the appointment of its local agent in Pakistan.</p> | <p>As per ITB 9.2(3), 9.2(4), 9.2(8) and Bidding Documentary Requirements, Bidding Form T4, Bidding Form T2 and all Undertakings To be in the English language and in compliance with the requirements under the ITB; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy/Consulate; and to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-; to be dated; signed by the authorized signatory; and witnessed.</p> <p>The requirement of Notarization and attestation by Pakistan Embassy/Consulate is a very long process and may not be fulfilled for bidding purpose. As per the Embassy of Pakistan Beijing, Original documents issued by Chinese Government Departments (only)</p> | <p>Please refer to response under Serial No. 5 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | |
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| | | <p>can be attested and International bidders from China would not be able to get required attestation from Pakistan Embassy/Consulate in China.</p> <p>Ref. http://www.pakbj.org/index.php?m=content&c=index&a=show&catid=29&id=37</p> <p>As it can be read from the above, that this is a very lengthy process and such process is impossible to meet these days due to pandemic. Since most of the international bidders will nominate people from their local agent to sign stamp and submit the bid, it is impossible to meet this requirement by any international bidder as first the document will come to Pakistan and then sent back to get attested from Pakistan embassy in Country of origin therefore, creating uncontrollable delay for bidder.</p> <p>Other issue is with stamp duty. As the bid by international bidders are being compiled in their country of origin, sending documents to Pakistan to get them duty stamped is a very long and non-reliable process due to pandemic situation. Therefore, this is also not possible to meet.</p> <p>The requirement of attestation should be dropped for all documents that have to be</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | <p>attested as it will be a long process and not under the control of any bidder as due to pandemic, public interactions at embassies are limited and it may ultimately result in delay beyond the control of bidder.</p> <p>Such documentation on official letter head of bidder with the company stamp should be accepted to provide ease to bidders</p> <p>Considering the Pandemic and limited working of Government offices, the requirement of duty stamp shall be replaced with "Printed on Company's Letter head and stamped with Company official Stamp".</p> | |
| 174. | | <p>The Financial Proposal, in accordance with Bidding Form F2, shall provide a lump sum price for all the Supplier's Obligations, including delivery of the Goods and the performance of Services, each in accordance with the requirements of the Supply Contracts. Payment of the Supply Price shall be subject to all such taxes as specified in the Supply Contracts</p> <p>Details of Financial Proposal, as set out in Bidding Form F2, in accordance with ITB 10</p> | <p>Bidding Form F2 Is missing in Tender Documents.</p> <p>In case Bidding Form F2 is being referred to Form on page 55-56 of 180, Bidding Form F1 is written mistakenly in header of page.</p> <p>The Bidding Form F2 to be made part of Tender Document.</p> | <p>Please refer to response under Serial No. 10 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| 175. | | <p>The Successful Bidder shall be responsible for the Supplier's Taxes in accordance with the requirements as stipulated in the Supply Contract</p> | <p>Please clarify that what taxes would be applicable?</p> <p>As international bidders will be non-resident entities in Pakistan, having no bank accounts locally, the payment for local supplies and services will be made to local agent in their bank account therefore, who's taxation will be considered while making payment to international bidder local agent?</p> <p>If the taxation of local agent of the foreign bidder is being considered, then local agent will considered a P.E. of the foreign bidder as per Income Tax Section 172. This section is also risk for the foreign bidder to be called for tax return of foreign bidders income derived from Pakistan with local agent.</p> <p>We suggest to allow for payments to Local Agents' Bank Account for Services and Local supplies and the taxation should be of local agent as per laws of Pakistan and not as per the non-resident entity since all local services and local supplies will be provided and invoiced by Local agent as per Supply Contract.</p> <p>Therefore, All the appropriate taxation should be clearly mentioned and noted down for bidders to include in price bid otherwise it can</p> | <p>As stated in ITB 10.4, Bidders are required to specify, in their Financial Proposal, all Supplier's Taxes applicable in relation to the provision of Supplier's Obligations.</p> <p>The Supplier is required to seek independent clarification as to whether its status is of a resident or non-resident for the purposes of the PKR payments to the Supplier's Local Agent under the Draft Supply Contracts.</p> <p>For taxes to be borne by the Employer in its capacity as an importer please refer to the response provided under Serial No. 3.</p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | become a cause for price differences in the bid | |
| 176. | | Signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1 | As per ITB 10.4(3) and Bidding Documentary Requirements, Bidding Form F1 To be dated, signed by the Authorized Representative, duly witnessed, and duly stamped (PKR 100/-) . Paying of stamp duty is a long process for foreign which means that international bidder will not be able to compile the bid in their country of origin and would have send the documents to Pakistan to get documents duty stamped which would create uncontrollable delays for the bidder. Considering the Pandemic and limited working of Government offices, the requirement of duty stamp shall be replaced with "Printed on Company's Letter head and stamped with Company official Stamp". | Please refer to response under Serial No. 5 above. |
| 177. | | Bid Security, as set out in Bidding Form F3 , in accordance with ITB 13. | As per ITB 10.4(3) and Bidding Documentary Requirements, Bidding Form F1 To be dated, signed by the Authorized Representative, duly witnessed, and duly stamped (PKR 100/-) . Paying of stamp duty is a long process for foreign which means that international bidder will not be able to compile the bid in their country of origin and would have send the documents to Pakistan to | Please refer to response under Serial No. 5 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|--|--|
| | | | <p>get documents duty stamped which would create uncontrollable delays for the bidder.</p> <p>Considering the Pandemic and limited working of Government offices, the requirement of duty stamp shall be replaced with "Printed on Company's Letter head and stamped with Company official Stamp".</p> | |
| 178. | | <p>The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to two (2) percent of the Supply Price (the "Bid Security").</p> <p>The Bid Security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached as Bidding Form F3, having a Minimum Credit Rating at all times, acceptable to the Employer.</p> <p>The Bid Security shall be valid until twenty-eight (28) days following the Bid Validity Period, as may be extended in accordance with ITB 14.2. If the terms of the Bid Security issued by the Successful Bidder specifies an expiry date and the Performance Bonds have not been issued till such expiry date by the Successful Bidder, the Successful Bidder shall, thirty (30) days prior to the expiry of the Bid</p> | <p>The financial bid is developed in the last stages of preparation of tender as the product is customized specifically for the requirement of the bidder. Once all the technical compliances are met, only then bidders formulate the financial bid based on the technical compliance therefore, the bid bond would be delayed and may not be furnished at the time of bid closing date because of this. All international tenders by respective agencies therefore have a fixed bid bond value which is usually around 3% of the budgeted price of the procurement. The bid bond takes a very long time as international bank sends the bid bond to local bank in purchaser's country via SWIFT which then contacts the beneficiary and asks their valid address to dispatch the bid bond to on their own letter head.</p> <p>The international bid bond is issued by the bank in country of origin which is forwarded</p> | <p>Please refer to response provided under Serial No.4.</p> <p>Please refer to ITB 4.2 whereby the Bid Security is required to be submitted as part of the Financial Proposal.</p> <p>The requirement of the Bid Security being equivalent to two (2) percent of the Supply Price is in accordance with the applicable procurement laws.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|--|--|---|--|--|
| | | <p>Security, extend the Bid Security until such date as notified by the Employer.</p> | <p>via SWIFT to a local bank in the purchaser's country which then issues the bid bond/bank guarantee on their letter-head and sign/stamp it. This is a secure method for purchaser as purchaser will not go to international bank to liquidate the bid bond rather submit to local bank in the purchaser's country to liquidate it. Therefore, the requirement of notarization, attestation by embassy and stamped duty is not valid in this scenario. Local bank will issue international bid bond on their own letter head which is signed and stamped by the bank and can be verified by writing a letter to bank.</p> <p>The bid bond should be fixed to an amount like USD 1 Million and made part of technical bid as it would be a fixed amount. It would save time of Evaluation committee as the bidders that fail to submit bid bond would be disqualified in first round and won't be technically evaluated saving time of the Purchaser rather than evaluating the bidder technically and finding out later that bid bond was not submitted by the bidder.</p> <p>International bid bond backed by local bank should be acceptable as it and should not require attestation and stamped duty as it is backed\ by local bank</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|--|--|
| 179. | | Bids must be received by the Employer at the address specified in ITB 5.1 not later than the Submission Deadline | The deadline of bid should be extended by atleast 15 days to account for the pandemic and disturbances in globally chain. International flight restrictions will cause delays in international bidders to participate in the tender the deadline for bid submission may be amended to August 12, 2020. | Please refer to response under Serial No. 6 above. |
| 180. | | <p>The Employer shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, presence or absence and the value of the Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a</p> <p>Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids before the Submission Deadline</p> | According to ITB 20.3, the bid security should be part of financial bid hence, there is a discrepancy here | <p>ITB 20.9 shall stand amended to read as under: <i>"The Employer shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, presence or absence and the value of the Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids before the Submission Deadline."</i></p> <p>ITB 20.15 shall stand amended to read as under: <i>"The Employer shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder,</i></p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|--|--|
| | | | | <p><i>presence or absence and the value of the Bid Security and the Supply Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time."</i></p> |
| 181. | | <p>The bidding form T5 include 4 sub forms:</p> <ol style="list-style-type: none"> 1. Technical Compliance 18m 2. Technical Compliance 12m 3. Detailed Drawings 4. Description of Body and Structural Materials 5. List of Spare Parts and Supplies | <p>This creates a lot of confusion for bidders as ITB 8.2 suggests that bidding forms should not be altered, whereas under the Bidding Form T5, there is no space in between sub-forms to fill in the data therefore causing confusion</p> <p>All sub forms should be made separate forms as</p> <ol style="list-style-type: none"> 1. Bidding form T5 - Technical Compliance 18m 2. Bidding form T6 - Technical Compliance 12m 3. Bidding form T7 - Detailed Drawings 4. Bidding form T8 - Description of Body and Structural Materials | <p>Bidders may provide additional information as annexures to the Bidding Form T5 as part of their Bid. However, the Bidder shall ensure that the annexed documents are marked clearly identifying the corresponding heading/requirement under Bidding Form T5 in respect of which such information is being provided.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|--|
| | | | 5. Bidding form T9 - List of Spare Parts and Supplies | |
| 182. | | | <p>Looking at the Bidding Form F2 and ITB 14.2(2), it can be understood that the model of procurement being proposed in DDP basis i.e. all duties and taxes are to be paid by the supplier.</p> <p>In practical implementation, this is impossible to achieve for international bidder for following reasons:</p> <ol style="list-style-type: none"> 1. The goods are to be shipped on the name of employer as per supply contracts which means that the shipping line will directly notify the employer of shipment. 2. Since the shipment is on Employer's name, only Employer can get the custom clearance of said shipment done under Custom Laws and can issue pay order for custom charges. 3. In case, international bidder has to clear the shipment, international bidder cannot have WEBOC access as they are non resident of Pakistan and therefore, unable to get NTN and SRTN required for registration of WEBOC in Pakistan. 4. International Bidders cannot send payment through banking channels for payment of duties and taxes therefore, delaying the entire | Please refer to response under Serial No. 3 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|---|--|
| | | | <p>process of custom clearance and making it a hassle.</p> <p>5. International bidders do not have local bank accounts to issue pay order for Port Charges and similarly other charges.</p> <p>As per FBR rules a non-resident company cannot get, NTN STRN and cannot get registered in WBOC, therefore cannot get the shipment of Buses cleared from custom authorities.</p> <p>Considering the explanation, we recommend to convert this into CFR/CIP tender whereas Supplier can assist the Employer is completing the custom clearance process.</p> <p>Local services and local material supplies can be assigned to be local agent and Supply Contract allow local invoicing by local agent and receive payments in Pakistan as resident in Pakistan.</p> | |
| 183. | | | <p>Looking at the Bidding Form F2 and ITB 8.2, it can be understood that the bidding forms cannot be altered, however, there is no provision in the Bidding Form F2 and Payment Terms in Annexure F for international bidder to split the supplies such as Spare Parts Package. The Lubricants and Tires fall under dangerous goods shipment and local production of such items are also up</p> | <p>Please refer to response under Serial No. 3 and Serial No. 258.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|--|--|--|
| | | | <p>to equally good standards. Therefore, international bidders through their local agents may want to supply such items locally from within the Employer's Country to benefit the local economy of Employer's country. Since large quantities of Lubricants are required, this would be beneficial for Employer's country Oil marketing companies.</p> <p>Considering the explanation, we recommend to allow amendment by Bidders into this form whereas the structure should be same and only rows could be increased further divide the components.</p> <p>The local supplies should be allowed by international bidders and their payment terms should be changed</p> | |
| 184. | | | <p>The payment terms are not supportive for international bidders as only 45% payment is being received till the goods reach Karachi Port. Whereas if Employer wishes to continue with DDP basis contract, 40% are only duties and taxes at time of clearance. This increases the risk of supplier by multiple times as manufacturer would have produced the buses and supplied them therefore the cost for them would have been 100% already. These payment terms should be changed as the risk</p> | <p>Please refer to response under Serial No. 30 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|---|--|
| | | | <p>of international bidders to these payment terms are very high. Employer is already covered with Performance bonds and Advance Payment Bond. Hence, the payment should not be withheld</p> <p>The proposed payment terms are:</p> <ol style="list-style-type: none"> 1. Advance Payment (20%) within 15 days of submission of Advance Payment Bond (Please note, since contract signing the successful bidder has 70 days to manufacture prototype) 2. On Shipment (50%) 3. On Delivery (10%) 4. On Issuance of Certificate of Compliance (15%) 5. Upon Issuance of First Release Certificate (5%) | |
| 185. | | <p>BRT Fleet Delivery Schedule:</p> <ol style="list-style-type: none"> i. completion of first full unit at Factory: Seventy (70) days from the date of Notice to Proceed. ii. delivery of first batch/tranche of vehicles comprising of a minimum of half (50%) of the 18-meter vehicle quantity: Maximum of three (3) months from the date of | <p>The delivery within 3 months from approval of final production bus design is not possible due to global pandemic causing disturbance in supply chains. The shipping time alone from China to Pakistan is around 30 days and considering the time on port for clearance, 15 days are required. Therefore in remaining 45 days, Successful bidder will have to procure the material, manufacture the buses, perform quality testing, get shipping line and load the</p> | <p>Please refer to response under Serial No. 56 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|--|--|---|
| | | <p>Approval of Final Production Bus Design.</p> <p>livery of second batch/tranche of vehicles comprising of another half (50%) of the 18-meter vehicle quantity: Maximum of five (5) months from the date of Approval of Final Production Bus Design</p> | <p>buses to ship for shipment to Pakistan which is impossible to achieve. All the international bidders are supplying buses globally and therefore have pre-orders working and assembly lines in use for other orders as well therefore, they cannot delivery within 3 months. 70 days are being given for prototype to be manufactured in China whereas total of 90 days are being given to produce, ship, custom clearance and delivery to Karachi which is unreasonable</p> <p>The delivery timeline should be:</p> <ol style="list-style-type: none"> i. completion of first full unit at Factory: Seventy (70) days from the date of Notice to Proceed. ii. delivery of first batch/tranche of vehicles comprising of a complete (100%) of the 18- meter vehicle quantity: Maximum of Five (5) months from the date of Approval of Final Production Bus Design. | |
| 186. | | | <p>18 meters buses are sold only on specific Special projects, the requirements on such projects are limited as mostly 12 meters buses are used globally in urban environment. Considering Pakistan itself, there are about 200 buses of 18 meter combined on all BRT projects in Pakistan whereas there are more</p> | <p>Please refer to response under Serial No. 1 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| | | <p>than 500 12 meter buses running. Similarly globally, according to published data by European unit, in Europe, only 19% of buses are articulates buses in mass transit system whereas rest of the buses are all non-articulated (!2m/9m) urban city buses therefore, the requirement of production of more than 500 units of 18m buses against only 300 units of 12m is not standard as per the globally accepted phenomenon. ref. https://www.globalmasstransit.net/archive.php?id=2181</p> <p>we recommend reducing this requirement to allow for maximum participation of international and national bidders and we suggest below criteria as per the explanation and global phenomenon:</p> <p>25 Points, if: been in production for at least five (05) years; and been sold a minimum of 200 units of 18 meters city buses and 500 units of 12 meters city buses over the last five (05) years;</p> <p>20 Points, if: been in production for at least five (05) years; and been sold a minimum of 150 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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|------|--|--|--|--|
| | | | 10 Points, if: been in production for at least five (05) years; 100 units of 18 meters city buses and 200 units of 12 meters city buses over the last five (05) years; | |
| 187. | | Specific Production Capacity:25 Points, if: been in production for at least five (05) years; and been sold a minimum of 500 units of 18 meters city buses and 300 units of 12 meters city buses over the last five (05) years; | What kind of documents are required to prove the capacity of manufacture? | Please refer to response under Serial No. 123 above. |
| 188. | | Insurances procured by the Supplier should include comprehensive insurance for terrorism, vandalism and sabotage..... | Most of the insurances offered within Pakistan or internationally for transportation and as required for 3 months from delivery will not cover the terrorism, vandalism and sabotage. They are comprehensive insurances that cover accidents and damages but do not cover terrorism specifically We request to allow comprehensive insurance without the clause for terrorism | Please refer to response under Serial No. 37 above. |
| 189. | | Vehicle length (minimum - maximum)17.5 - 19.0 meters Center-line distance between the front median-side doors2.7 meters Center-line distance between the second and third median-side doors5.78 meters | The most popular understanding of free width door mean the net clearance while the door is open. Based on European and China regulation, the min free door width is 1.1m. In case of 1.4m free width door, the door size will extend at least 0.3m which will cause a longer front overhang, longer wheelbase and less standing space for passenger cabin. | Please see response provided under Serial No. 125. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|--|---|
| | | Free door width per passenger door (minimum) 1.4 meters | <p>As the two doors shall be installed between front/middle axle, the center line distance 2.7m+5.78m also will cause a longer wheelbase.</p> <p>So these requirement will cause the length of BRT will be much longer than 19m</p> <ol style="list-style-type: none"> 1. In order to have a reasonable design, recommend 1.1m free width door/the center line distance 2.3m+6m 2. in light of the explanation, we recommend to make the free door width to 1.1 meters to allow for buses to be within limit of 19m as extending length beyond 19m is not recommended which would affect the angle of departure and angle of approach. | |
| 190. | | <p>Number of manual pull-out boarding bridges from curb-side doors and median-side doors: 6 (one for each door)</p> <p>Number of manual pull-out boarding bridges from curb-side doors and median-side doors: 4 (one for each door)</p> | <p>The manual pull-out boarding bridges is not suitable for the station usage as it is not convenient to pull out and pull in. And limited to the width of bus body, the structure of pull-out boarding bridge cannot be installed while two opposite doors are at same location of both side of bus.</p> <p>We recommend to use manual flap type boarding bridges and please also share the information about the station step, like height and target slope while ramp is open.</p> | Please see response in Serial No. 16 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
|------|---|---|--|
| 191. | <p>For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm</p> <p>For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):200 mm</p> <p>For the median side (right-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm</p> <p>For the curb side (left-side) of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):200 mm</p> | <p>The European regulation about the distance between wing mirror and body is 250mm to make sure a balance between wide driver rear view from mirror and size of mirror. If the distance is much less than regulation, like 150/200mm, the driver will get less view from the rear mirror and maybe not able to react to unexpected traffic.</p> <p>Recommendation to use European Regulation for both right and left side of the vehicle, distance of outside edge of the wing mirror from the vehicle body (maximum):150 mm 250mm</p> | Not Agreed. |
| 192. | Vehicle height (from road surface to highest point on roof) (maximum) 3.3 meters | <p>The requirement does not entail the factor that buses are Diesel-Hybrid in nature and modern shape that is required. The requirement of Diesel-Hybrid technology is such that the Battery packs would have to be installed on the buses Roof therefore, the roof height cannot meet this requirement. In case the batteries are adjusted in the body of bus i.e. not on roof, the space from passenger area would be reduced impacting the length of the bus and free passenger space requirement. The roof of bus also has to accommodate the</p> | Please see response in Serial No. 128 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|--|--|
| | | | <p>AC Condensers which are of significant size. As per Figure 3. suggested out look of bus in Supply Contract, please note the extension is attached to roof therefore the height till the highest point may not be suitable as per requirement.</p> <p>It is suggested to kindly increase this height limit to 3.5m</p> | |
| 193. | | <p>Interior floor to ceiling: The interior clearance height (from the vehicle floor to the ceiling) for the front passenger area shall be a minimum of 2.2 m.</p> | <p>ITB 40 and ITB 50, 2.6 mentions, the minimum interior clearance to be 2.1m</p> <p>It is suggested to keep the minimum interior Clearance to be 2.1m.</p> | Please see response in Serial No. 129 above. |
| 194. | | <p>Floor height (from road surface to interior floor at doorways) 350 mm</p> <p>Floor height (from road surface to interior floor at doorways) 350 mm</p> | <p>The variation on the road infrastructure doesn't allow the buses to be perfectly aligned at 350mm and station platform height can vary from 350mm as per our experience. Therefore we recommend to keep the floor height variable from 350-380mm to accommodate such variation in the buses because once the buses have been manufactured, the air bellows in the buses would be designed for 350mm and any alterations later on would result in life of such air bellows.</p> <p>We recommend to keep the floor height between 350 to 380mm to accommodate such variation in the infrastructure.</p> | Not Agreed. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | |
|------|---|---|--|
| 195. | <p>Vehicle door opening and closing shall be wirelessly communicated to the sliding doors at the station interface. The design of the wireless communication and the actual activation of the station doors must be approved by the Employer prior to installation.</p> <p>Vehicle door opening and closing shall be wirelessly communicated to the sliding doors at the station interface. The design of the wireless communication and the actual activation of the station doors must be approved by the Employer prior to installation.</p> | <p>The installation of equipment on bus doors is very minor part of the infrastructure and therefore, the door equipment to be installed on buses is in all cases supplied by station door supplier so integration of such system is easy and without any flaw. Therefore, the equipment should be supplied by the door manufacturer as in the cases of all BRT projects globally</p> <p>It is recommended that such equipment to be provided by station door supplier.</p> | Not Agreed. |
| 196. | <p>This must also be coordinated with the expansion/contraction of the boarding bridges.</p> <p>This must also be coordinated with the expansion/contraction of the boarding bridges.</p> | <p>There will be no automated boarding bridge on the bus, so the coordinating with the boarding bridge should be not applicable.</p> <p>It is suggested to be removed from the requirement</p> | Please refer to response under Serial No. 132 above. |
| 197. | <p>Anti-pinch sensors shall be installed to retract the door automatically if any obstruction with a width of 25 mm or</p> | <p>There is a little conflict with the 5.6.6 (3.8 centimeter)</p> <p>It is suggested to keep it to 3.8 centimeter.</p> | No change required. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | greater is caught between any point of the doorway. Anti-pinch sensors shall be installed to retract the door automatically if any obstruction with a width of 25 mm or greater is caught between any point of the doorway. | | |
| 198. | | No part of the vehicle shall be damaged as a result of a ten (10) kph impact at the front or rear of the vehicle. The energy absorption system of the bumper areas shall not require service or maintenance in normal operation during service life of the vehicle. | Like all vehicle include all passenger cars, there are certain external parts are designed to absorb the energy of crash, the parts at external surface like FRP surface and lamps will be damaged in the crash. The surface of bumper is suggested to be exception. | It is expected that the bumper itself will not be crashed at 10 kph. However, if lamp gets broken that should not be accounted for. |
| 199. | | A minimum of 40 seats shall be provided. This amount excludes the additional seats provided by flip-down seats in the wheelchair bays. It is expected that the two wheelchair bays of 1.3 m each in length will each be able to accommodate space for at least a total of five flip-down seats. | Five flip-down seats of the required seat width are quite difficult to install in the given area for wheel chair bays i.e. 420mm seat width x 5 = 2.1m whereas total wheelchair bay length is 1.3m We recommend to keep 2 flip down seats as per ITB 40 (2.27) and ITB 50 (2.27) | Under Annexure E (<i>Employer's Requirements</i>) Part 6.4.3 reference to "five flip-down seats" shall be amended with "three flip-down seats." Agreed. |
| 200. | | Power on gradient (minimum) Maintain 60 km/hr on 4% up grade and 40km/hr on 8% upgrade when fully loaded | With the given motor size, the required speed on the gradients is quite high and the purpose of hybrid system would not be met. | Under Form T5 (<i>Technical Compliance</i>) and Annexure E (<i>Employer's Requirements</i>) of the RFP Documents the "Power on gradient (minimum)" shall stand amended as |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | It is suggested that at maximum the required speed limit would be 40 km/hr on 4% and 20km/hr on 8% considering the Electric Motors size, GVW and Length of Buses | follows: <i>“Maintain 50 km/hr on 4% upgrade (slope) and 30 km/hr on 8% upgrade (slope) when fully loaded”.</i> |
| 201. | | Driver's seat: The driver's seat shall include: headrest, high back, dual air lumbar, air operated side bolsters, and an automatic fore and aft slide. The driver's seat shall be upholstered in all cloth fabric. The driver's seat will be equipped with a 3-point seat belt, and a built-in maxi alarm indicating that the brake has not been applied when driver takes pressure off the seat. | The feature of 'automatic fore and aft slide' adds complexity to whole driver seat and may malfunction at some point causing immense problems while driving for the drivers creating a potential risk which is why manual fore and aft slides are opted across globe for commercial vehicles as it is a great potential risk. It is suggested to allow for manual fore and aft slide. | Not Agreed. |
| 202. | | Angle of Approach (Fully Laden) ≥ 10 degrees Angle of Departure (Fully Laden) ≥ 9 degrees | Considering the low entry/floor bus, this angle of approach and departure can't be met for the following reasons: 1. The bus floor height is 350mm 2. to accommodate floor height required, the axles of buses would be much lower than 350mm and the Lowest Point Outside Front Axle would be approximately 150mm which is Lower thrust rod ball head, front axle. 3. To accommodate floor height required, the axles of buses would be much lower than 350mm and the Lowest Point Outside rear Axle would be approximately 150mm which is Lower thrust rod seat, C beam. 4. To cover these lowest | Please refer to response under Serial No. 66 above. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | |
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| | | <p>points of buses, the front and rear bumpers are to be extended similarly as of car so the minimal bottom portion of vehicle can be seen and majority portion is hidden behind bumpers. 5. Considering above requirements and our calculations of front overhang (Distance from centre of front wheel to front bumper) Approx 2800mm, the requirement of angle of approach can't be met as the maximum achievable angle with these requirements can be 7 Degrees6. Considering above requirements and our calculations of rear overhang (Distance from centre of rear wheel to rear bumper) Approx 3500mm, the requirement of angle of departure can't be met as the maximum achievable angle with these requirements can be 6 Degrees otherwise engine/axles/transmissions would have to move upwards which would affect the floor height and overall height of bus otherwise engine oil chamber would burst after repeated hits on it</p> <p>Considering the explanations, it is suggested to amend this requirement of 'approach/departure angles' to 7 & 6 degrees respectively for both of 18 meters and 12 meters buses</p> | |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| 203. | | Energy Storage and Controller: Design and performance data shall be provided by the Supplier to the Purchaser. Energy storage shall be of a commercial design capable of operating in the Purchaser transit environment. | Please elaborate the commercial design for clarity Please clarify. | Please see response under Serial No. 134 above. |
| 204. | | All vehicles shall have air suspension with electronic self-levelling control. The suspension system shall be self-adjusting with respect to any load imbalances that may occur. The basic suspension system shall last the life of the vehicle without major overhaul or replacement. All friction parts or suspension shall be equipped with replaceable bushings and inserts. All axles should be properly aligned so the vehicle tracks accurately within its size and geometry. | The rubber components include air balloon should be considered like a consumption parts, which needs replacement after normal wear The basic suspension is suggested to be not including rubber components. | Please see response under Serial No. 135 above. |
| 205. | | Vehicles are to have pneumatic anti-lock brake systems designed to ensure safe braking under normal and emergency conditions and appropriate for the operating environment. The braking system shall be balanced such that braking effort is appropriately distributed between all wheels to | It is difficult to understand the emergency brake release function, it this item mean that the driver have one button which have a separate air cylinder and can emergency stop the bus after the driver push the button? Need more detailed clarification of the function's purpose. | Please refer to response under Serial No. 136 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|---|---|
| | | <p>ensure maximum tire kilometers and equal rate of wear in front and rear break blocks. The braking system shall meet all current national and local safety standards. An emergency brake release shall also be provided to release the brakes in the event of automatic emergency brake application. The driver shall be able to manually depress and hold down the emergency brake release valve to release the brakes and maneuver the BRT vehicle to safety. Once the driver releases the emergency brake release valve, the brakes shall engage to hold the BRT vehicle in place. Air to the emergency brake release system shall be provided by a dedicated emergency air tank supplied by the electric pump system.</p> | | |
| 206. | | <p>When the driver master switch is in the “run” or “night/run” mode, the first light module on each side of the BRT vehicle shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened. When in “Off” or “On” all lights shall be also on or off.</p> | <p>Please explain "When the driver master switch is in the “run” or “night/run” mode, the first light module on each side of the BRT vehicle shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened. When in “Off” or “On” all lights shall be also on or off."</p> | <p>Please refer to response under Serial No. 137 above.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| 207. | | LED lamps used for tail, brake and turn signal lamps shall be a minimum of 18 cm in diameter. | The signal lamps shall be a minimum of 18 cm in diameter, for our current model the dimension is too big to comply , we will use the lamp compliant with European standard It is suggested to cancelled the size requirement. | Please refer to response under Serial No. 138 above. |
| 208. | | The body shall be designed to meet a useful vehicle life of 12 years or 1.2 million kilometers, whichever of these two milestones arrive first. The body shall be reinforced at joints where stress concentration may occur. The vehicle shall safely withstand road shocks and other conditions found in urban services. Body paneling shall have adequate thermal and acoustic properties and shall not vibrate unduly while the vehicle is in operation. The structure shall meet the compliance standards for the rollover test stipulated through Regulation 66 of the United Nations Economic Commission for Europe (ECE-R66) | Subject to 'rollover test', shall the structures need to test in real or just by simulation? We suggest to accept simulation results as it will add to unnecessary cost to employer as bus will go to waste after roll over test. | Please refer to response under Serial No. 45 above. |
| 209. | | The Employer is specifying vehicles that will avail upon ITS applications to improve the passenger experience as well as permit better management of the vehicle fleet and the control of the | The requirements are overlapping with the ITS supplier as per the ITS Tender published one June 22, 2020. | It is agreed that the AVL provided by the IITS Supplier can be replaced with VLU + Communication Unit + DDT. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| | <p>system. An overview of the vehicle ITS system is provided in Figure 9. The ITS equipment will mostly consist of components that will be procured and installed by the Supplier. There will be two ITS components that will be separately procured by an agent of the Employer (through the Fare System / ITS Company). These components are the: i) Automatic Vehicle Location (AVL) system; and ii) UHF/VHF/Wifi communications system. The ITS equipment to be procured by the Supplier includes:</p> <ul style="list-style-type: none"> - Vehicle performance monitoring - Vehicle weight - Vehicle logic unit (VLU) - Communications unit - Driver data terminal (DDT) - Digital video recorder (DVR) - Vehicle Wifi system - External variable messaging display - Internal variable messaging display - Internal infotainment display | <p>The AVL is essentially performing the same function as of VLU + Communication Unit + DDT.</p> <p>A simple AVL can be connected with the entire system and would provide exact same function as of VLU, Communication Unit and DDT. This replication would cost immense amount of money to the employer whereas it can be saved and the process can be smoothed out by allowing for Bus Supplier to install the limited equipment such as:</p> <ul style="list-style-type: none"> - digital video recorder - Vehicle Wifi System - External variable messaging display - Internal variable messaging display - Internal infotainment display - Audio system - Driver display unit and on-board CCTV cameras <p>All these components can be directly connected to AVL unit of ITS supplier and ITS supplier would be able to retrieve all the required information as per the requirements and communicate the information to Bus as per their requirements making the process smooth and easy. This ITS system would be</p> | <p>Section 9: Intelligent Transportation System (ITS) in Annexure E (<i>Employer's Requirements</i>) in the RFP shall stand amended to read as follows:</p> <p><i>"The Employer is specifying vehicles that will avail upon ITS applications to improve the passenger experience as well as permit better management of the vehicle fleet and the control of the system. An overview of the vehicle ITS system is provided in Figure 9. The ITS equipment will mostly consist of components that will be procured and installed by the Supplier. There will be two ITS components that will be separately procured by an agent of the Employer (through the Fare System / ITS Company). These components are the: i) Automatic Vehicle Location (AVL) system; and ii) UHF/VHF/Wifi communications system.</i></p> <p><i>The ITS equipment to be procured by the Supplier includes:</i></p> <ul style="list-style-type: none"> - <i>Vehicle performance monitoring</i> - <i>Vehicle Weight</i> - <i>Digital video recorder (DVR)</i> - <i>Vehicle Wifi system</i> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| | <ul style="list-style-type: none"> - Audio system - Door and boarding bridge opening/door synchronization unit - Driver display unit and on-board CCTV cameras - Driver panic alarm - USB ports - Traffic signal priority equipment (space provision for future addition only). <p>The ITS equipment that will be provided to the Supplier by agents of the Employer and then to be fitted and installed by the Supplier is the Automatic Vehicle Location (AVL) system and the UHF/VHF communications system. The Supplier should NOT price the procurement of the AVL units and the UHF/VHF system. However, the Supplier must leave the appropriate space preferably on the driver console for the installation of the AVL units and the UHF/VHF system.</p> | <p>too complex to operate as integration of two different companies would create a unnecessary hassle on part of employer and coordination from employer would become critical.</p> <p>At the moment, the route being understood is such that all the devices in the bus will receive information from VLU which will be communicating to the control centre (AVL in this case) and all the information to be displayed would also be routed to VLU via AVL which will then communicate to different devices inside the bus. This entire process will cause delays hence, the simple route of AVL communicating to control centre and then further giving information to devices in buses is much simpler and less complicated process</p> <p>As per the explanation, we suggest to remove requirement of VLU + Communication Unit + DDT and only wiring provision to left such that all components wiring to be brought to driver console where it will be connected to AVL directly saving cost and time of employer.</p> | <ul style="list-style-type: none"> - <i>External variable messaging display</i> - <i>Internal variable messaging display</i> - <i>Internal infotainment display</i> - <i>Audio system</i> - <i>Door opening/door synchronization unit</i> - <i>Driver display unit and on-board CCTV cameras</i> - <i>Driver panic alarm</i> - <i>USB ports</i> - <i>Traffic signal priority equipment (space provision for future addition only).</i> <p><i>The ITS equipment that will be provided to the Supplier by agents of the Employer and then to be fitted and installed by the Supplier is the Automatic Vehicle Location (AVL) system and the UHF/VHF communications system. The Supplier should NOT price the procurement of the AVL units and the UHF/VHF system. However, the Supplier must leave the appropriate space preferably on the driver console for the installation of the AVL units and the UHF/VHF system."</i></p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| 210. | <p>Vehicle performance monitoring is an essential element for effective fleet management and driver control. The Supplier will monitor and record the most pertinent performance statistics of the major mechanical and electrical components.</p> <p>It is essential that all the vehicles are equipped with performance monitoring that will provide information of, at least, the following:</p> <ul style="list-style-type: none"> - Speed (wheel based and tachometer based) - Fuel used and fuel levels - Engine speed (revolution) and engine hours - Vehicle distance - Tachograph performance - Handling information - Engine coolant temperature - Ambient air temperature - Status of doors and boarding bridges - Time/date | <p>Subject to boarding bridges, since the requirement of it is manual, so it cannot be link to ITS.</p> <p>And can the flap type be used instead of pull-out (page 41, 44, 80&136) one, because the flap type would be more stable.</p> <p>we recommend flap type to be used instead of pull-out one, because the flap type would be more stable as shown in figure 5 of supply contract.</p> | <p>Agreed that manual boarding bridge cannot be connected through ITS.</p> <p>Please see response under Serial No. 16 above with respect to providing manual flap type boarding bridge.</p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | <ul style="list-style-type: none"> - Brake pressures - Parking brake status - Gears and alternator status - Direction indicators - Vehicle weight <p>Data outputs from the monitoring equipment shall be recorded onto the Vehicle Logic Unit (VLU) for later compilation and analysis. The Supplier shall confirm the required interfaces and applicable standards during the final design approval process.</p> | | |
| 211. | | <p>The display will interface with the Real Time Passenger Information (RTPI) System supplied by the ITS Supplier for display of messages.</p> | <p>More explanation of the Real Time Passenger Information (RTPI) System is required.</p> <p>This system will be required to be supplied by bus supplier or the independent ITS supplier? Please clarify</p> | <p>Please refer to response under Serial No. 140 above.</p> |
| 212. | | <p>Closed-circuit television (CCTV) cameras shall be provided for vehicle surveillance to ensure passenger security and vehicle safety.</p> <p>The vehicle shall be fitted with at least five (5) CCTV cameras. One camera will cover the front curb-side door and the driver compartment. One camera</p> | <ol style="list-style-type: none"> 1. at least 5 cameras are required, but only 4 location were mentioned. 2. referring to "The video from the cameras will also be connected to the Vehicle Wifi Mesh Network (supplied by ITS Supplier) for relay to OCC in real time." | <ol style="list-style-type: none"> 1. Provision of 5 cameras are kept to provide complete carpet coverage of the bus. 4 locations are provided whereas 5th location can be decided at the detailed design stage. 2. Yes. 3. Yes, it is correct. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
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| | <p>will cover the front passenger area and the median-side doorways. One camera will cover the rear passenger area. One camera will face behind the vehicle, and thus will assist the driver when reversing.</p> <p>Output from the cameras will be shown through a visual display on or near the dashboard. The driver shall have a visual digital display of the area behind the vehicle whenever the vehicle is in reverse gear.</p> <p>The video footage from these cameras shall also be stored on-board on the digital video recorder (DVR). The Supplier will provide all cabling and connectivity between the cameras and the DVR.</p> <p>In normal conditions, the video footage will be downloaded when the vehicle enters the depot. The Supplier must design the system so the data can be readily downloaded after the vehicle enters the depot. In emergency situations, the system shall allow streaming of onboard footage to the control center.</p> | <p>3. Need clarification of "OCC" and Wifi Mesh Network will be supplied by the third party supplier, is it correct?</p> <p>4. the IP camera will have certain delay, which is not safe for the reverse monitoring, we recommend to keep AHC for the reverse camera.</p> <p>Please clarify and AHC is suggested to be reverse camera.</p> | <p>4. Agreed, AHC for the reverse camera can be provided.</p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | <p>The video from the cameras will also be connected to the Vehicle Wifi Mesh Network (supplied by ITS Supplier) for relay to OCC in real time.</p> <p>The Supplier shall work with the Employer to ensure the video output can be integrated with the control center's hardware and software.</p> <p>All cameras will be integrated into the interior layout of the vehicle in a visually appealing manner. The precise location of the cameras will be determined in the pre-production phase with approval from the Employer. Both the cameras and the dashboard displays should ideally be highly visible to the passengers to give assurances that their security is being surveilled.</p> <p>The CCTV cameras shall be connected to the IP network.</p> | | |
| 213. | Annex E | | <p>Reference Figures are missing in online updated documents</p> <p>Please provide</p> | Bidders are requested to obtain hard copy of RFP Documents from SIDCL. |
| 214. | | 1 & B1 components of Supply Price for Goods shall be paid through an LC (Letter of Credit), in USD. | 1. This is not a standard LC. To understand the terms and conditions of LC better, the details of such LC shall be shared. | The Letter of Credit will be opened with National Bank of Pakistan. The format |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|---|--|--|
| | | | <p>2. Is it going to be a single LC or Multiple LCs? Single LC will have to be continued for 3 years of Contract as parts will continue to arrive for 3 years and last payment is upon issuance of release certificate after 3 years therefore adding additional burden to SIDCL on LC Charges.</p> <p>3. However, without LC, SIDCL will not be able to transfer the payments to international Bidders.</p> <p>4. Please share the LC From.</p> <p>5. Single LC should be maintained for 3 years rather than multiple LCs as it's easier for both parties to manage a single LC</p> | <p>of the Letter of Credit will be shared with the Successful Bidder.</p> <p>A single Letter of Credit will be maintained for USD payments to the Bidder for the Supply Price for Goods.</p> |
| 215. | | <p>Final Release Certificate Criteria means each of the following criteria:</p> <p>(a) the Goods Warranty Period and, as applicable, the Extended Warranty Period, and the Serial Defects Notification Period for all Supply has elapsed in terms of this Contract;</p> <p>(b) the Supplier has settled and paid the Employer in full all amounts that are due to the Employer in respect</p> | <p>The criteria of completion of each point is missing and what will suffice as a proof that particular criteria for FRC has been completed and supplier can receive FRC</p> <p>Please add and explain the criteria to meet each particular point.</p> | <p>Requirements for each of the criteria for the Final Release Certificate are as specified in the relevant provisions of the Supply Contract. All criteria are required to be fulfilled in each case to the satisfaction of the Employer.</p> |



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| | | <p>of the time period on or prior to the expiry of the Goods Warranty Period and, as applicable, the Extended Warranty Period, and the Serial Defects Notification Period;</p> <p>(c) the Supplier has performed and completed the Training Programme, vehicle Registration Formalities and Maintenance Supervision that are contemplated under this Contract to be performed by the Supplier in accordance with the Applicable Standards and have demonstrated to be Fit for the Purpose;</p> <p>(d) the Supplier has performed all Supplier Obligations including Goods Warranty Obligations free of Defects and Deficiencies, that are contemplated under this Contract to be performed by the Supplier during the Goods Warranty Period and, as applicable, the Extended Warranty Period and the Serial Defects Notification Period;</p> <p>(e) the Supplier has provided the stock of Spare Parts contemplated under the Contract which are to be</p> | | |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
|------|--|--|--|----------------------------|
| | | <p>provided to the Vehicle Operating Company (VOC) by the Supplier at the end of Maintenance Supervision period.</p> <p>(f) the Supplier Obligations and Goods Warranty Obligations, during the Goods Warranty Period and, as applicable, the Extended Warranty Period, and the Serial Defects Notification Period, have demonstrated to be Fit for the Purpose;</p> <p>(g) if further changes to any Supplier's Documents become necessary as a result of matters arising during the Goods Warranty Period and, as applicable, the Extended Warranty Period and the Serial Defects Notification Period, the Supplier and has submitted updated versions amendments of the same to the Employer.</p> | | |
| 216. | | <p>No payment to be made to the Supplier hereunder shall be deemed to constitute acceptance or approval of the Supplier's Obligations or any part thereof by the Employer and shall in no manner prejudice the Employer's right</p> | <p>A payment is made after confirmation of certain Milestones that are defined in the contract and such milestones shall be respected as it provides the employer with power to cancel completion of any milestone</p> | <p>No change required.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|---|---|--|
| | | to dispute completion of the relevant Payment Milestone for which payment has been made. | in future time period as well which exposes supplier to immense amount of Risk. It is kindly requested to remove the Clause. | |
| 217. | | Subject to receipt of the Advance Payment Bond, the Employer shall pay the Advance Payment within sixty (60) days of the issuance of the Notice to Proceed. | As per schedule 6, the supplier is requested to produce the prototype after other formalities of Concept Design, Detailed Design, etc are met which in combined is around 60 days process. Without Advance Payment, Supplier will not be able to manufacture the prototype and order parts for the other batches as schedule is very tight and if advance payment is delayed, complete cycle of production will get delayed therefore impacting the whole process. Within seven (7-10) days is reasonable for the project, since there are a lot of works need to be done at the earliest stage to meet the delivery schedule. | Clause 11.2 (b) shall stand amended to read as follows: “ <i>Subject to receipt of the Advance Payment Bond, the Employer shall pay the Advance Payment within <u>thirty (30)</u> days of the issuance of the Notice to Proceed.</i> ” |
| 218. | | The Employer shall deduct and retain an amount of five percent (5%) from every approved Statement as “Retention Money” until the aggregate Retention Money reaches five percent (5%) of the Supply Price for Goods. | According to the payment schedule, there has been 5% payment against issuance of First Release Certificate, so it cannot be another 5% of Retention Money. And bonds/guarantees would be provided by supplier to protect the rights of Employer. | No change required. |
| | | Within thirty (30) days from issuance of the First Release Certificate, the | It is kindly requested to cancel the all the Retention Money Clauses. | |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | Retention Money shall be paid to the Supplier. | | |
| 219. | | Reject the completion of the Supply relating to the relevant Payment Milestone, in which case it shall issue its certificate of rejection to the Supplier stating that the Payment Milestone has been rejected and setting out each part of the Supply rejected (the "Payment Milestone Rejection Certificate") along with the reasons for rejection. | Payment milestone Certificate cannot be rejected. Even there may be some defects raised by Employer, the Supplier can solve them as the warranty clause which cannot be linked to the issuance of payment Certificate. It is kindly requested to cancel the Clauses. | No change required. |
| 220. | | The Employer may, by any payment, make any correction or modification that should properly be made to any amount previously considered due. Payment shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction. | A payment is made after confirmation of certain Milestones that are defined in the contract and such milestones shall be respected as it provides the employer with power to cancel completion of any milestone in future time period as well which exposes supplier to immense amount of Risk. This is also in contradiction with clause 11.3 (d)(ii). It is kindly requested to cancel the Clause. | No change required. |
| 221. | | The amount which is due in respect of each Statement, other than the Final Statement, within thirty (30) days after receiving from the Supplier, the Statement, the supporting information submitted to the Employer's | 1. Thirty (30) days is a very long period as LC is being used as mode of payment which would be already established. 2. It is a big risk for supplier if the Employer delay to sign the Payment Milestone Completion Certificate due to | Not Agreed. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | Representative pursuant to Clause 11.3 (Application for Interim Payments for Supply Price for Goods) and the Payment Milestone Completion Certificate. | <p>any reason and exposes supplier to immense risk of non-payment</p> <p>3. It is kindly requested to amend the 30 days to 7 days.</p> <p>4. 2. It is suggested to add that 'The Delivery Completion Certification shall be confirmed to be issued against the goods delivery and within seven (7) days maximum after goods delivery to Karachi Location after informed by Supplier which cannot be delayed by any excuse.'</p> | |
| 222. | | All Goods shall be imported in the name of the Employer. Each of the Goods shall, to the extent consistent with the Laws of Pakistan, become the property of the Employer upon the earlier of: (i) receipt of full payment against the same; or (ii) issuance of bill of lading for the Goods. | According to General Practical of International Trade, full payment shall be done before issuance of BL(bill of Lading for goods), for the payment schedule of Karachi contracts, only 45% payment has been confirmed to be done. It is not fair to change the goods property to Employer against 'issuance of bill of lading for the goods'. | Please see response under Serial No. 30 above. |
| 223. | | The Supplier further guarantees that such title, when it passes to and vests in the Employer as described in this Clause 6.7 (Ownership of Goods), will be free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act of the Supplier, | It is kindly requested to add the Property Right can be claimed by Supplier until receipt of full payment of the Goods. | |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | its Sub-suppliers, or employees or representatives of either. | | |
| 224. | | For each day (or part thereof) of the Default Delay Period, the Supplier shall pay 0.10% of the Supply Price for Goods. The Employer shall not be restricted from invoicing for such claimable amounts after the relevant Delivery Date and/or the Delivery Completion Date. | The Delivery Date would always be affected by Karachi Port or local policy, and The Delivery Completion Date would be almost determined by Employer. 1. 1.It is kindly requested that the Date be linked to Shipping Date or concessively Arrival Date to Karachi Port. 2. 2.The claimable amount should be agreed by Supplier. | No change required. |
| 225. | | The Supplier hereby waives, any defence as to the validity and quantum of any liquidated damages in this Contract on the grounds that such liquidated damages are void as penalties or as not being reflective of the actual loss suffered by the Employer. | The clause is unfair to supplier. The Supplier shall keep the rights to defence. It is kindly requested to cancel it. | Not Agreed. |
| 226. | | In the event of failure by the Supplier to pay the Employer the liquidated damages in terms of such invoice within the aforesaid fifteen (15) day period, the Employer may, at its option, set off such liquidated damages against amounts to be paid to the Supplier and/or may recover such liquidated | The clause is unfair to supplier. It shall be discussed and agreed by Supplier. It is kindly requested to cancel it. | Not Agreed. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | damages upon first demand by making a claim under the Performance Bond. | | |
| 227. | | Without prejudice to any other rights, under this Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Supplier's Obligations and returning the Goods to the Supplier. | The clause is unfair to supplier. It is kindly requested to cancel it. | Not Agreed. |
| 228. | | "Delivery Completion Certification" means the certificate to be issued to the Supplier by the Employer confirming delivery of the First Batch of Goods and the Second Batch of Goods to the Delivery Point in accordance with the Order. | The Delivery Completion Certification shall be confirmed to be issued against the goods delivery and within seven (7) days maximum after goods delivery to Karachi Location after informed by Supplier which cannot be delayed by any excuse. It is kindly requested to add it. | Not Agreed. |
| 229. | | The Supplier shall within ten (10) days of issuance of the Notice to Proceed submit its concept design for the Buses (prepared in accordance with the Applicable Standards) to the Employer for approval ("Concept Bus Design"). | Issuance of Notice is not clear to be understood. It is kindly suggested to be changed to 'Contract Signing Date'. | The "Notice to Proceed" means the notice to commence the Supplier's Obligations, to be issued by the Employer (refer to Clause 7.1 of the Supply Contract) on or prior to the Long Stop Date (i.e., three (3) months following the signing of the Supply Contract). |
| 230. | | The Supplier shall within ten (10) days of the Approved Concept Bus Design being approved by the Employer, | There would be a massive of details need to be confirmed with Employer during the Detailed Design Processure, if the delay is | Detailed Design timelines will remain the same as in RFP document. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | submit its detailed design for the Bus (prepared in accordance with the Applicable Standards) to the Employer for approval ("Detailed Bus Design"). | caused by delay confirmation from Employer such as questioning on the documents and subsequent discussions on detailed design, the period of deliveries and further steps to should be extended correspondingly. Furthermore, the detailed design is subject to interpretation and may be interpreted as minor documentation or comprehensive documentation containing details and workings of each and every component. The exact requirements of detailed design should be mentioned for bidders to understand the nature of such documentation. | |
| 231. | | Within thirty (30) days of the Approved Detailed Bus Design being approved by the Employer, the Supplier shall: (i) manufacture a prototype bus based on such Approved Detailed Bus Design (the "Prototype Bus"); and (ii) carry out the Prototype Tests on such Prototype Bus at the Test Location. | 30 days is not enough for both of prototype producing and Testing as different components have to be sourced and advance payment to be received before production of prototype (some components have to come from outside country of origin of manufacturer) and subsequently, the visa application/processing times are also not accounted. The tests itself are quite lengthy and if the Employer's Representatives failed to present on time, it may take more time for waiting. It is kindly suggested to extent it to 60 days at least. | Not Agreed. |
| | | The Supplier shall give the Employer's Representatives two (2) weeks' preliminary notice of the time and Test Location for the testing of the Prototype Bus. Representatives of the Employer shall be entitled to be present | | Not Agreed. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | at the aforementioned Test Location for testing of the Prototype Bus. | | |
| 232. | | If while testing, the Prototype Bus or part thereof is found to be defective or otherwise not in accordance with this Contract, the Employer may reject the Prototype Bus by giving notice to the Supplier, with reasons. The Supplier shall then promptly and in any case within two (2) days make good the defects and ensure that the rejected item complies with this Contract. Any such defects shall be remedied by the Supplier, at its sole cost and risk, without any extension to the timelines set out in the Schedule of Delivery. | Two (2) days is too short for making rectification of some of defects It is suggested adding the word 'or otherwise agreed with the Employer' in the clause after "within two (2) days". | Not Agreed. |
| 233. | | The Supplier shall bear all fees, costs and expenses incurred (whether inside or outside Pakistan) for the purposes of attendance by Employer's Representatives (not exceeding a team of seven (7) persons) of the Prototype Tests. All living, transport expenses, subsistence allowances and medical insurance of the Employer's Representatives shall be covered by the Supplier including (where Test Location is outside Pakistan) round trip | <ol style="list-style-type: none"> 1. Subsistence allowances and medical insurance cannot be covered. 2. Will the tests of Orange Line and Green Line buses be conducted simultaneously meaning total of 7 people will travel for testing or the timelines would be different and total of 14 people will travel for testing. 3. It is suggested to cancel Subsistence Allowance and Medical Insurance | <p>With respect to part (1), Not Agreed.</p> <p>With respect to part (2), Prototype Tests for both 18 m & 12 m Buses will be carried out simultaneously and a single visit for 7 persons has to be arranged.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | economy air tickets to and from Pakistan. The Supplier shall facilitate the procurement of visas of the Employer's Representatives. | 4. Please clarify and add this to Instructions to Bidders for information of all bidders | |
| 234. | | During the Prototype Tests, the Employer's Representative's presence, inspection, examination, approval or similar act by the Employer's Representative (including the absence of disapproval) shall not relieve the Supplier from any of its duties, responsibilities or obligations under this Contract. | What is the meaning of absence of disapproval. Please clarify it. | The provision simply states that the Supplier shall remain responsible for its duties, responsibilities or obligations under this Contract irrespective of the presence or any input provided by the Employer's Representative. |
| 235. | | The Supplier shall within ten (10) days of issuance of the Prototype Tests Acceptance Certificate, submit its final detailed design for the bus to the Employer for approval ("Final Bus Design"). | There may be some of details need to be confirmed with Employer during the Final Design Processure, if the delay is caused by delay confirmation from Employer such as cross questioning or further discussion on some points, the subsequent period should be extended correspondingly. It is kindly suggested to add it. | No change required. |
| 236. | | Any Defect or Deficiencies in the Defective Goods shall be remedied by the Supplier, at its sole cost and risk, without any extension for delay in achieving | Or agreed by Employer based on mutual discussion, including the defect cognizance and extension for delay issue. It is kindly suggested to add it. | No change required. Any extensions shall be in accordance with Clause 7.4 (<i>Extension Of Scheduled Delivery Dates and/or Scheduled Delivery Completion Date</i>). |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| 237. | | If the Advance Payment has not been adjusted prior to the issue of the First Release Certificate or prior to termination under Clause 12 (Termination by Employer), Clause 13 (Suspension and Termination by Supplier) or Clause 15 (Force Majeure) (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Supplier to the Employer for which the Employer shall have the right to draw upon the Advance Payment Bond. | Only the supplier refused to execute the contracts, the Employer have the right to draw the Advance Payment nomrally. It is kindly requested to cancel the clauses. | Not Agreed. |
| 238. | | Failure by the Supplier to keep the Advance Payment Bond valid or extend the validity of the Advance Payment Bond as described in paragraph (c) above, in which event the Employer may claim the full amount of the Advance Payment Bond. | This should be on mutual discussion as some bonds/guarantee are not extended and issued newly only after the expiry of previous. The timeline for such renewal should be added or clause to be removed as whole. It is kindly requested to cancel the clauses. | No change required. Please refer to Clause 8.1(b) of the Supply Contract for expiry and extension of the Advance Payment Bond. |
| 239. | | any other event, circumstance or provision stated under this Contract which entitles the Employer to make a demand under the Advance Payment Bond. | | Not Agreed. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| 240. | | Failure by the Supplier to keep the Performance Bond valid or extend the validity of the Performance Bond as described in paragraph (b) above, in which event the Employer may claim the full amount of the Performance Bond | <p>This should be on mutual discussion as some bonds/guarantee are not extended and issued newly only after the expiry of previous. The timeline for such renewal should be added or clause to be removed as whole.</p> <p>It is kindly requested to cancel the clauses.</p> | No change required. Please refer to Clause 8.2(b) of the Supply Contract for expiry and extension of the Performance Bond. |
| 241. | | circumstances which entitle the Employer to termination under Clause 12.1 (Termination by Employer), irrespective of whether notice of termination has been given | | Not Agreed. |
| 242. | | any other event, circumstance or provision stated under this Contract which entitles the Employer to make a demand under the Performance Bond. | | Not Agreed. |
| 243. | | Except for delay liquidated damages quantified in Clause 7.6 (Delay Damages) and amounts invoiced by Employer for failure to remedy defects pursuant to Clause 9.4 (Failure to Remedy Defects), if the Employer considers itself to be entitled to any payment under this Contract, and/or to any extension of the Warranty Period and/or the extension (if any) of the relevant performance deadline in | <p>This exposes the Supplier to immense risk as it allows employer to unlimited power over supplier.</p> <p>It is kindly requested to cancel the clause.</p> | Not Agreed. Any claims that may arise shall be in accordance with the relevant terms and conditions of the Draft Supply Contracts. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|--|-------------------|
| | | accordance with Clause 15 (Force Majeure), the Employer shall give notice and particulars to the Supplier pursuant to this Clause. | | |
| 244. | | The Employer may also set off or deduct any amounts determined pursuant to this Clause 2.2 (Employer's Claims) from any moneys due, or to become due, to the Supplier and/or the Employer shall be entitled to encash the Supplier's Securities or to otherwise claim against the Supplier, in accordance with this Clause. The Employer shall be entitled to withhold payments in accordance with Clause 11.4(b) and Clause 11.11(a). | It shall be agreed by Supplier. It is kindly requested to cancel the clause. | Not Agreed. |
| 245. | | The Warranty Period in respect of any Extended Warranty Items shall be twenty-four (24) months from the date of repair or replacement of such item of the Supplier's Obligations. However, the: (i) Goods Warranty Period shall only be extended up to a maximum of forty-two (42) months from the Delivery Completion Date; and (ii) Bus Battery and Structure Warranty Period shall only be extended up to a maximum of thirteen (13) years from | Since the Employer can earlier to request the Warranty Extension, it seems the Warranty Period should be forty-two (42) months for Goods and 13 years for Bus Battery and Structure. Please add the clause to show any warranty extension would be charge from Supplier and add these clauses to Instructions to bidders. | Query is unclear. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | the Delivery Completion Date (the “Extended Warranty Period”). | | |
| 246. | | If the Defects or Deficiencies deprives the Employer of substantially the whole benefit of the Supplier’s Obligations or any major part of the Supply or any part thereof do not meet the Applicable Standards, terminate this Contract as a whole, or in respect of such part. Without prejudice to any other rights, under this Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Supplier’s Obligations and returning the Goods to the Supplier. | This exposes the Supplier to immense risk as it allows employer to unlimited power over supplier. It is kindly requested to cancel the clause. | Not Agreed. |
| 247. | | At any time following the end of each month, the Employer shall compute and advise the Supplier in an invoice of the amount(s) due to the Employer pursuant to this Clause 9.4 (Failure to Remedy Defects).Such amounts shall be payable by the Supplier within twenty (20) days of the date of delivery of such invoice to the Supplier. However, failure by the Employer to provide such invoice in a timely manner shall not preclude the | This exposes the Supplier to immense risk as it allows employer to unlimited power over supplier. It is kindly requested to cancel the clause. | Not Agreed. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|--|---|
| | | Employer from claiming the same from the Supplier at a later stage. | | |
| 248. | | Within twenty (20) days (or such other number of days agreed between the Parties) from use of any Spare Parts, the Supplier shall replenish such Spare Parts used and consumed until the issuance of the First Release Certificate. | Twenty (20) days is not enough as Parts are shipped through sea shipment majorly and are beyond the control of Supplier therefore sufficient time should be given to Supplier to replenish the stock. Please share the details that which stock is this being referred to as there are two type of spare parts i.e. Consumables (List is not given) and Contract end Spare Parts Package. It is suggested to be sixty (60) days. | No change required. The referenced provision already provides that where required the number of days may be twenty (20) days or as agreed between the Parties. Therefore, where additional time is required the Parties may mutually agree to an extended timeline. |
| 249. | | Variations may be initiated by the Employer at any time prior to issuing the First Release Certificate, either by an instruction or by a request for the Supplier to submit a proposal. | It shall be agreed by Supplier for any variations. It is kindly requested to cancel the clause. | No change required. Please refer to the detailed mechanism for issuance of variations under Article 10 (<i>Variations and Adjustments</i>) the Supplier has the opportunity to provide inputs at various stages including submission of Supplier's proposals to effect a variation. |
| 250. | | (i) The Employer's Requirements shall be deemed to include all specifications relating to the Goods that are necessary to satisfy the Employer's Requirements, or implied by this Contract or specifications which (although not mentioned in this | The supplier will do their best to achieve the best performance and safety for the buses, however Supplier should not be responsible for the requirement if they are not mentioned in the specifications and shall be understood mutually. | Not Agreed. |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | Contract) are necessary for stability or safe and proper operation, of the Buses and to ensure that the Supplier's Obligations meet the Applicable Standards and are Fit for Purpose. | It is kindly requested to cancel the clause. | |
| 251. | | <p>3.1 THE EMPLOYER'S REPRESENTATIVE</p> <p>(d) The Employer may involve the Employer's Engineer and/or any operator engaged by the Employer in respect of the BRTS Orange Line Project with respect to any approval functions of the Employer under this Contract and for such purposes the Employer's Engineer and/or any operator shall be deemed to be acting as an Employer's Representative.</p> | <p>The comments of the buses or project should come from the limited appointed representative instead of "any employer "or "any operator".</p> <p>Please kindly amend the statement.</p> | No change required. The Employer intends to involve the operator (also to be engaged by Employer for operating the Buses) to facilitate transition from bus procurement to bus operations phase of the Project. |
| 252. | | PROTOTYPE TESTS | <p>The detailed test requirements and requirements of completion of such tests should be shared with all bidders and standards/benchmarks should be shared.</p> <p>It's requested to add the complete detail of tests with bidders in ITB section so all bidders are equally equipped with the requirements.</p> | Requirements for Prototype Tests are already provided in the Annexure E (<i>Employers Requirements</i>) of the RFP. |
| 253. | | | We wish to clarify why Joint Venture / Consortium are prohibited in the subject tender as highlighted by SIDCL legal | Not Agreed. SIDCL may at its discretion determine and prescribe an |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | | |
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| | | | <p>representative during the pre-bid meeting. We wish to point out that PPRA Rules do not prohibit or restrict participation by Joint Venture / Consortium under any circumstances. In addition, our principal has advised us that they participated on BRT projects in Peshawar and Multan which both permitted Joint Venture / Consortium. Permitting Joint Venture / Consortium will promote healthier competition and maximize the number of bidders which will offer better value for the public purse. As such we request that SIDCL permits participation by Joint Venture / Consortium for the said tender, unless a definitive justification / rationale can be communicated.</p> | <p>evaluation criterion for the subject procurement.</p> |
| 254. | | <p>Terms of Payment Section 25.1 of the RFP (A1 & B1) pg. 180</p> | <p>Firstly we wish to raise the issue regarding Terms of Payment, specifically the 20% advanced payment against submission of advanced payment bond. We fear that this advanced payment component is too minimal to offset the financial risk for such a significant project for all bidders. Since the contractor is required to furnish SIDCL with advanced payment bond, we feel that the risk to SIDCL if advanced payment component is increased to 50% of the contract amount would be Nil. SIDCL would still be protected by advanced payment bond. As such we</p> | <p>Please see response under Serial No. 30 above.</p> |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | request your respected office increases advanced payment component within Terms of Payment to 50% against submission of advanced payment bond. | |
| 255. | | | <p>We respectfully request that SIDCL revise the existing post-shipment Certificate of Compliance to the following:</p> <p>(a) Third party inspection conducted in the manufacturer's factory before shipment by a recognized firm such as SGS, TUV, Cotecna or Lloyds.</p> <p>(b) Contractor will invite three (3) nominated SIDCL officials to manufacturing facility in their country of origin at contractor's expense. The third party inspection will be conducted in the presence of three (3) nominated SIDCL officials.</p> <p>(c) Shipment will only be contractually permitted after contractor has received written approval of the third party inspection report by SIDCL, thereby negating any risk of rejection after delivery to Karachi.</p> <p>This requested revision to the project terms will mitigate the risk to SIDCL of the occurrence of any technical errors after buses have been delivered to Karachi, without removing the component of compliance</p> | Please refer to response under Serial No. 31 above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | inspection in the presence of SIDCL officials. This revision will also allow SIDCL to more readily and easily establish the Terms of Payment that we requested above. For the contractor, it will remove the risk of rejection after delivery to Karachi. | |
| 256. | General - RFP Documents | | | All references to Tow Trucks under the RFP Documents including the Draft Supply Contracts hereby stands deleted and the same are not required to be provided as part of the Goods. |
| 257. | Section H - Form T5 (Technical Compliance) of the RFP | | | <p>In the Form, T5 the heading of the third column titled “<i>Specifications of Vehicle</i>” shall be amended as follows: “<i>Compliance with the Specification</i>”.</p> <p>“<i>Battery Packs</i>” shall be included as a line item in the Technical Compliance Table for 18 and 12 meters buses.</p> <p>The following notes shall stand inserted in the Form T-5 below the tables setting out compliance requirements for the 18 and 12 meters buses:</p> <p>“<i>A ± 2% tolerance is acceptable for dimensions related specifications.</i>”</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | | <p><i>Non-Compliance to any specification mentioned in the table above will lead to disqualification.”</i></p> <p><i>“Tires” shall be included in the table setting out list of spare parts for 18 and 12 meters buses.</i></p> |
| 258. | Section H - Bidding Form F2 (<i>Details of Financial Proposal</i>) of the RFP and Supply Contracts | | | <p>In Bidding Form F2 (<i>Details of Financial Proposal</i>) of the RFP, the column in the tables titled “<i>Total Price per item including taxes</i>” shall stand amended to read as follows: “<i>Sales and other taxes per item</i>”.</p> <p>Furthermore, the following note shall stand inserted at the end of the Bidding Form F2 (<i>Details of Financial Proposal</i>):</p> <p><i>“The Supplier shall list all such components in Bidding Form F2 (submitted as part of its Bid) that shall be procured or arranged locally in Pakistan but form part of the overall Goods, such as lubricants and/or engine oil.</i></p> <p><i>The Supply Price for Goods corresponding to such locally sourced components shall be paid to the Supplier’s Local Agent in PKR (USD amount converted into equivalent PKR</i></p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
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| | | | | <p><i>based on the Conversion Rate) and not be paid through the Letter of Credit.”</i></p> <p>The definition of ““Letter of Credit” or “LC” shall stand amended to read as follows: “<i>means the letter of credit, to be established by the Employer in favour of the Supplier in accordance with Clause 11.6 (Timing and Mode of Payments for Supply Price for Goods) for an amount equal to the Supply Price for Goods (excluding the Supply Price for Goods corresponding to such locally sourced components shall be paid to the Supplier’s Local Agent in PKR in accordance with Clause 11.6(b)).</i>”</p> <p>Clause 4.4(b) shall stand amended to read as follows: “<i>The Supplier shall delegate to the Supplier’s Local Agent, in full or in part, any portion of the Services. The Supplier’s Local Agent shall be entitled to receive (on behalf of the Supplier): (i) as per Clause 11.6(b) partial payment of the Supply Price for Goods in PKR; and (ii) as per Clause 11.13(b), payment of the Supply Price for Services in PKR, in its bank account in Pakistan. The Supplier hereby represents and warrants that payment to the Supplier’s Local Agent of any sums</i></p> |
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ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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| | | | | <p><i>shall be full and final settlement of all moneys due to the Supplier in respect of the respective Goods and Services under or in connection with this Contract”.</i></p> <p><i>Clause 11.6(b) of the Draft Supply Contracts shall stand amended to read as follows: “Payments of the Supply Price for Goods shall be made as follows: (i) for all components (forming part of the Goods) that are being procured or arranged locally in Pakistan such as lubricants and/or engine oil the Supply Price for Goods corresponding to such locally sourced components shall be paid to the Supplier’s Local Agent in PKR (USD amount converted into equivalent PKR based on the Conversion Rate) and not through the Letter of Credit; and (ii) for all other Goods (other than as provided for under this Clause 11.6(b)(i)) under the Letter of Credit. The Letter of Credit shall be established by the Employer within forty-five (45) days of the issuance of the Notice to Proceed provided the Supplier has delivered to the Employer the Advance Payment Bond in accordance with Clause 8.1 (Advance Payment Bond) and the Performance Bond in accordance with Clause 8.2</i></p> |
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**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

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| | | | | <p><i>(Performance Bond)."</i></p> <p>Clause 11.16 (<i>Currencies Of Payment</i>) of the Draft Supply Contracts shall stand amended to read as follows: <i>"The Supply Price for Goods is payable in USD and PKR (in accordance with Clause 11.6(b)) and Supply Price for Services is payable in PKR."</i></p> |
| 259. | Clause 4.4(d) of the Draft Supply Contracts | Supplier's Local Agent | | <p>Clause 4.4(d) shall stand amended to read as under: <i>"The Supplier shall not for the duration of this Contract,, <u>without the prior consent of the Employer,</u> revoke the appointment of the Supplier's Local Agent or appoint a replacement."</i></p> |
| 260. | Various Clauses in Draft Supply Contracts | Prototype Bus | | <p>Definition of 'Buses' shall exclude Prototype Buses and stand amended to read as follows: <i>"Buses" means the Production Buses."</i></p> <p>Clause 6.4(i) shall stand amended to read as follows: <i>"The Prototype Bus shall not form part of the fleet being procured for the BRTS Green Line Project."</i></p> <p>In Clause 6.6(b)(i) and (ii) references to <i>"plus the Prototype Bus"</i> shall stand deleted.</p> |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | | |
|------|--|--|----------------------------|---|
| | | | | <p>In Clause 6.6(c)(i) and (ii) references to Buses shall be replaced with “<i>Prototype Bus and Production Buses</i>”.</p> <p>In Clause 6.8(a) the following part (i) shall stand deleted “(i) <i>Prototype Bus, to ensure that the bus being delivered is the same in respect of which the Prototype Tests Acceptance Certificate has been issued;</i>”.</p> <p>The aforesaid changes shall also be deemed incorporated under the Orange Line Contract.</p> |
| 261. | Section J – Annexure E (<i>Employer’s Requirement</i> s) of the RFP | The following shall stand as technical requirements for 12- and 18-meters Buses: | | |
| | | 7.12.6 | Air Flow System of the Bus | The air-system of the bus shall be specially designed with option available to the driver with push button to collect all breathe air from the roof and exhaust it without recycling during passenger trip. Meanwhile fresh dust free / filtered air of equal proportion is to be pumped in from the driver's side of the bus for normal breathing of passengers. |
| | | 7.12.7 | Self Disinfectant System | Each bus shall be equipped with a self-disinfectant system with a liquid tank of sufficient capacity and pressure pump as option available to a driver with push button to spray the whole bus at the end of each trip. The system shall generate a mist of a suitable cholorox type non-flammable self evaporating disinfectant or any other liquid disinfectant in compliance with available international standards to fulfill the purpose in the entire bus prior to start of a trip. As a safeguard the pump system shall remain disabled while the bus speed is non-zero i.e. in a moving bus. The mist shall be used to disinfect the bus in the direction from roof to floor and its discharge points shall be placed proportionally to cover the entire bus from inside. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

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|------|--|--------|--------------|--|
| | | 7.12.8 | Air Curtains | Air curtains on all access doors to avoid loss / gain of heat and / or cool air when doors are frequently opened for boarding & alighting of passengers with minimum air flow of $1000 \pm 50 \text{ m}^3/\text{hr}$. |
| 262. | Section J – Annexure E (<i>Employer's Requirements</i>) | | | All references to “ <i>Diesel-electric hybrid</i> ” shall stand amended to read as “ <i>Series-Parallel Diesel-electric hybrid</i> ”. |
| 263. | Schedule 8 (<i>Final Release Certificate Criteria</i>) | | | In Schedule 8 (<i>Final Release Certificate Criteria</i>) the first line shall stand amended to read as under: “ <i>First Release Certificate Criteria means each of the following criteria:</i> ”. |
| 264. | Annexure A (<i>Basic Eligibility Criteria</i>) of RFP | | | Minor adjustments to the criteria have been considered and the Revised Annexure A (<i>Basic Eligibility Criteria</i>) is attached as Schedule 1 to this Response Document. |
| 265. | Annexure B (<i>Evaluation and Qualification Criteria</i>) of RFP | | | Minor adjustments to the criteria have been considered and the Revised Annexure B (<i>Evaluation and Qualification Criteria</i>) is attached as Schedule 2 to this Response Document. |



SCHEDULE 1 TO THE RESPONSE DOCUMENT

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

Least Evaluated Cost method under Public Procurement Rules 2004 has been adopted for evaluating the bids. A Bid received from a Bidder, shall only be considered if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:

➤ **Registration with Tax Authorities**

The Bidder must possess a valid registration certificate from the income tax authority (i.e. the NTN certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three years are to be attached and relevant sales tax certificate, if applicable.

Foreign entities participating in the Bidding Process should submit a tax certificate of their country duly attested by Pakistani Consulate / Pakistan High Commission of their country.

➤ **Affidavit for Government Owned Legal Entities**

In case the Bidder is a government owned legal enterprise or institution, such Bidder must establish that it is legally and financially autonomous and operating under commercial law.

Bidder that is a government owned legal enterprise or institution shall submit an affidavit as set out in Bidding Form T4 confirming that they are legally and financially autonomous and operating under commercial law.

➤ **No Conflict of Interest**

A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. Employer considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. At the time of bidding, Bidders may be considered to be in a conflict of interest with one



or more parties if they, *inter alia*; participated as a consultant in the preparation of the design or technical/commercial/financial/legal specifications for the Supplier's Obligations, that are the subject of this Bidding Process.

A Bidder may also be considered to be in a conflict of interest with one or more parties in this Bidding Process if a Bidder participates in more than one Bid in this Bidding Process or is an Affiliate of the Employer or any of its advisors. This will result in the disqualification of all Bids in which it is involved.

A Bidder shall not be considered to be in a conflict of interest with another Bidder if such Bidder are the subsidiaries of a common parent company or one Bidder is the parent company of the other Bidder, provided that the following conditions are satisfied: (i) such parent company is a sovereign state ("Sovereign") or a sovereign state-owned enterprise ("SOE"); (ii) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and/or SOE participating in the bidding process conduct their business operations on an independent basis, are independent legal persons, have independent management and boards and are free from each other's financial obligations including independent auditing and accounting; and (iii) such Bidder has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (i) and (ii) above.

➤ **Non-Blacklisting**

Each Bidder shall provide evidence in the form of an affidavit set out as Bidding Form T4 and a declaration of eligibility / non-blacklisting by the Federal or Provincial Government as of the date of submission of the Bid.

A Bidder or any partner constituting the Bidder which has been blacklisted by any of its employers/clients while providing services or performing works in Pakistan, at the date of submission of the Bid under the Bidding Documents or thereafter, shall not be considered.

➤ **Litigation History**

All pending litigation against the Bidder shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder from its obligations in respect of the Supplier's Obligations and the terms of the Contracts.

The Bidders shall provide details of the litigation or the Bidder shall submit an affidavit set out as Bidding Form T4.

➤ **Eligible Countries**



A Bidder, Sub-suppliers and all partners constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws).

A Bidder shall be deemed to have the nationality of a country if the Bidder is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country.

The above requirement shall apply to the determination of the nationality of Bidders.

➤ **Financial Situation/Historical Financial Performance**

Net Worth

Minimum net worth of the Bidder shall not be less than **USD One Hundred (100) Million** (excluding any surplus on revaluation) based on the most recent audited financial statements to demonstrate the current soundness of the Bidder's financial position.

Average Annual Turnover

Minimum average annual turnover of the Bidder shall not be less than **USD Seven Hundred (700) Million** (revenues only pertaining to Bus production should be considered) calculated as total payments received by the Bidder for contracts completed or under execution based on the last three (03) years audited financial statements.

In case the Bidder operates in country other than Pakistan, the historical financial statements shall be translated at the rate specified in the State Bank of Pakistan interbank rate as at the date of the financial statement. In case of a foreign Bidder, historical financial statements are audited by a reputable audit firm, certified by home country's relevant authority/regulator.

➤ **Experience**

The Bidder shall have the following experience/qualifications;



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

Has been in the business of production of BRT vehicles (18 m & 12 m) for at least five (05) years; and has produced a minimum average of 7,500 units of buses of all types, sizes and specifications over the last three (03) years.

Has sold a minimum of Eighty (80) units of city buses (18 meters) and One Hundred and Fifty (150) units of city buses (12 meters) over the last five (05) years.

Has updated ISO Certifications or equivalent thereof.

Has successfully completed at least 3 projects and can present their completion certificates.

(1 Completed Project means a sale of 50 or more buses in a single order of all types, sizes and specifications of buses)

The Bidder shall be a manufacturer of buses and shall be required to appoint a local agent in Pakistan to be permanently deployed till completion of the contract term. The Bidder shall delegate to the local agent, in full or in part, any portion of the Services only, provided however, such delegation shall not release or discharge the Bidder of any of its responsibilities or obligations under the Supply Contract.



SCHEDULE 2 TO THE RESPONSE DOCUMENT

ANNEXURE B – EVALUATION AND QUALIFICATION CRITERIA

Detailed Technical Evaluation

After the initial screening of all Bidders, a detailed evaluation of the Bidders shall be undertaken using the following criteria based on the following scoring system:

| Category | Points |
|--------------------|------------|
| 1. Financial score | 40 |
| 2. Technical score | 60 |
| Total | 100 |

To qualify, each Bidder must score seventy (70) or more points and must score at least fifty percent (50%) in each category listed above.

Criteria for detailed evaluation:

1. Financial score (40 Points)

Financial points shall be awarded under this category based on the following criteria:

| S. No. | Description | Max Points | Criteria for points obtained |
|--------|--|------------|--|
| 1. | Net Assets (as per the most recent audited financial statements) | 15 | <ul style="list-style-type: none">▪ 15 points, if the net assets is USD 250 million or above;▪ 10 points, if the net assets is USD 200 million or above;▪ 05 points, if the net assets is USD 150 million or above. |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

| | | | |
|------------------------------|--|----|--|
| 2. | Size of operations (Average annual turnover as per the last three (03) years audited financial statements) | 25 | <ul style="list-style-type: none"> ▪ 25 points, if the average annual turnover is USD 1,000 million or above; ▪ 20 points, if the average annual turnover is USD 900 million or above; ▪ 15 points, if the average annual turnover is USD 800 million or above; ▪ 10 points, if the average annual turnover is USD 700 million or above. |
| Total Financial Score | | | 40 Points |

Bidders falling in between the evaluation bracket for Financial Evaluation will be assigned marks on interpolation basis.

2. Technical score (60 points)

Technical points shall be awarded under this category based on the following criteria:

| S. No. | Description | Max Points | Criteria for points obtained |
|--------|---|------------|--|
| 1. | Overall Production Capacity (Buses equal to and greater than 6 meter in length will be considered.) | 25 | <ul style="list-style-type: none"> ▪ 25 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ has produced an average of 12,500 or more units of buses of all types, sizes and specifications over the last three (03) years; ▪ 20 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ has produced an average of 10,000 or more units of buses of all types, sizes and specifications over the last three (03) years; ▪ 15 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | |
|----|-------------------------------------|----|---|
| | | | <ul style="list-style-type: none"> ▪ has produced an average of 7,500 units of buses of all types, sizes and specifications over the last three (03) years average; |
| 2. | Specific Production Capacity | 25 | <ul style="list-style-type: none"> ▪ 25 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 320 units of 18 meters city buses and 450 units of 12 meters city buses over the last five (05) years; ▪ 20 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 240 units of 18 meters city buses and 350 units of 12 meters city buses over the last five (05) years; ▪ 15 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 160 units of 18 meters city buses and 250 units of 12 meters city buses over the last five (05) years; ▪ 10 Points, if: <ul style="list-style-type: none"> ▪ been in production for at least five (05) years; and ▪ been sold a minimum of 80 units of 18 meters city buses and 150 units of 12 meters city buses over the last five (05) years; |



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020**

| | | | |
|--|---|---|---|
| 3. | Quality Assurance Certifications (International Quality Assurance & Environmental Management Certifications in the field of Bus Manufacturing) | 5 | <ul style="list-style-type: none"> ▪ 3 Points, for: ▪ Updated International Standardization Organization (ISO) Certification – ISO 9001 for Quality Management or equivalent thereof ▪ 1 Point, for: ▪ Updated International Standardization Organization (ISO) Certification – ISO 14001 for Environment Management or equivalent thereof ▪ 1 Point, for: ▪ Updated Total Quality Management (TQM) Certification or equivalent thereof |
| 4. | Successful Projects Completion Certificates (Successful Projects Completion Certificates duly signed by the client in past 5 years) (1 Completed Project means a sale of 50 or more buses in a single order of all types, sizes and specifications of buses) | 5 | <ul style="list-style-type: none"> ▪ 5 points, for 7 or above completed projects with their completion certificates ▪ 3 points, for 5 or above completed projects with their completion certificates ▪ 1 points, for 3 completed projects with their completion certificates |
| Total Technical Score | | | 60 Points |
| Total Score (Financial Score + Technical Score) | | | 100 points (40 points + 60 points) |

Bidders falling in between the evaluation bracket for Item 1 & 2 of Technical Evaluation will be assigned marks on interpolation basis.



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETINGS HELD ON JULY 07, 2020

ATTENDANCE SHEET

ANNEXURE -C

| GOVERNMENT OF PAKISTAN CABINET DIVISION SINDH INFRA STRUCTURE DEVELOPMENT COMPANY LTD (Former KIDCL) SUBJECT: Supply of Goods and Performance of Services for the BRTS of the Orange and Green Lines VENUE: Board Room, SIDCL Head Office, Karachi | | | |
|--|-------------------------------------|---|------------------------------|
| ATTENDANCE SHEET | | 07-07-2020 (02:30 PM) | |
| S.NO | Representative Name | Designation | Signature |
| | Higer fatisten Mohammed Tariq | Marketing Manager | |
| | KITMBER AUTO KASSIM RAZA | MANAGER | |
| | ANKAL - Sgmo Motors | Manager Finance & Operation | |
| | Mohammad Faisal Meraj YUTONG BUS | Sr. GM Marketing 0301-8286967 | faisal.meraj@mmcl.com.pk |
| | Shakoor Nimal Khan | GM Marketing & Sales | |
| | TARIQ SUL | CEO-PakAfghon Cargo Pvt Ltd (CHC China) | 0301-8248582 |
| | Imran Rasheed | S.G.M Sales + Mktg (Ghandhara) | |
| | Adnan Qayyum | HOD- Bus Division JW-Foton Auto Pak (Pvt) Ltd. | |
| | M-Tanzeel Mohsin | Authorized Rep. Golden Dragon | |
| | Ashraf Ali | Chief Consultant/Director Bus opps SMTA | |



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
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|--|--------------------------|---|-----------|
| ATTENDANCE SHEET | | 07-07-2020 (02:30 PM) | |
| S.NO | Representative Name | Designation | Signature |
| | Huzefa M. Ali | Principal - Strategy & Transaction ET Road Works | |
| | MUHAMMAD MUBASHIR MAN | PRINCIPAL - TRANSPORT PLANNER EXPONENT ENGINEERS | |
| | ABDUL AZIZ | Manager (Bus Ops & ITS), SIDCL | |
| | Brig. Sohail Akbar Ahmed | GM. Engg (SIDCL) | |
| | Brig. Ahsan Memon | COO, SIDCL | |
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