



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
RESPONSES TO THE BIDDERS QUERIES**

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (SIDCL)

GOVERNMENT OF PAKISTAN



**RESPONSES TO BIDDERS QUERIES 2
IN RELATION TO THE**

HIRING OF BUS OPERATOR

FOR

**OPERATIONS AND MAINTENANCE OF BUSES FOR THE BUS RAPID
TRANSIT SYSTEM OF THE ORANGE AND GREEN LINES**

ISSUED ON: 19th February 2021



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**NO. SIDCL/COO/OPS/2020/8613
DATED 19TH FEB, 2021**

SUBJECT: HIRING OF BUS OPERATOR FOR OPERATIONS AND MAINTENANCE OF BUSES FOR THE BUS RAPID TRANSIT SYSTEM OF THE ORANGE AND GREEN LINES TS-440676E, ADVERTISED ON 7TH NOVEMBER 2020.

THE PRE-BID MEETING FOR THE SUBJECT PROJECT WAS HELD ON 21ST JAN 2021 AT 2:30 PM IN THE COMMITTEE ROOM OF SIDCL, KARACHI.

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

THIS DOCUMENT IS ISSUED IN CONTINUATION OF RESPONSE DOCUMENT-1 AND BE READ IN CONJUNCTION WITH THE ADDENDA-1 AVAILABLE ON AUTHORITY'S WEBSITE.

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



IMPORTANT NOTICE / DISCLAIMER

This ‘**RESPONSE TO BIDDERS’ QUERIES DOCUMENT 2**’ (this **Response Document 2**) is further to the Response to Bidders’ Queries Document dated February 04, 2021 (the **Response Document 1**), ‘REQUEST FOR PROPOSAL’ (consisting of the Volume I – Request For Proposal (the **RFP**) and Volume II – Operations and Maintenance Agreement (“**Draft O&M Agreement**”) issued in January 2021 (the **RFP Documents**) and the various queries received from the prospective bidders in respect of the bidding process relating to the Hiring of Bus Operator for the Operations and Maintenance of Buses for the Bus Rapid Transit System of the Orange and Green Lines (the **Project**). This Response Document 2 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 Draft O&M Agreement for the Project, the Draft O&M Agreement will be the final and binding document and any responses set out in the Response Document 1 and in this Response document 2 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 2 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, the Response Document 1 and this Response Document 2 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 2 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 2.

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 the Response Document 1 and this Response Document 2 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 the Response Document 1 and this Response Document 2 or otherwise in connection with the Project.



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The assumptions, assessments, statements and information contained in the RFP Documents, may not be complete, accurate, adequate or correct for the purposes of Bidders. The 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 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, the Response Document 1 and this Response Document 2.

The Employer expressly disavows any obligation or duty (whether in contract, tort or otherwise) to any Bidder. No Bidder is entitled to rely on the Employer's involvement in the preparation of this Response Document 2 or in the solicitation process as a basis for preparing the Bid or developing the Project.



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RESPONSES TO PROSPECTIVE BIDDERS' QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
1.		Definitions: Bus Warranty Period:	Buses warranty period should start from commencement date and not from the date buses are handed over by the Supplier to the Operator.	Not agreed. Please note that warranties with respect to buses are pursuant to the Supply Contracts entered between SIDCL and the Supplier and cannot be changed.	Kindly also confirm the Kilometer under warranty agreed with the bus supplier	Bus Supplier will provide warranty for Bus Structures and Bus Battery for 12 years or 1.2 million kilometers whichever comes first. For all other components the warranty will be for 3 years.
2.	ITB Clause 1.12.6	SIDCL shall provide electricity and water connection inside the Bus Depots. The Operator shall be responsible for all costs associated with the consumption of such utilities at the Bus Depots.	Procurement/provision and installation of transformers, generators, electricity poles and dedicated HT/LT line should be provided by SIDCL. Moreover, gas connection, PTCL & Broadband internet connection on both depots should also be provided by SIDCL. Please also clarify whether commercial/ industrial rate will be applicable?	Not Agreed. Bulk Supply rate will be applicable be applicable for electricity charges.	Procurement/provision and installation of transformers, generators, electricity poles and dedicated HT/LT line, gas connection should be provided by SIDCL. PTCL and broadband internet will be operator responsibility, kindly clarify the above responsibilities of employer.	Procurement/provision and installation of transformers, electric poles and dedicated HT/LT line will be done by the Employer. However, the Operator will have to bring in generator, internet and arrange for gas connection.



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3.	ITB Clause 1.20.2	The selected automatic bus washer needs to be able to wash both sides, front, back and the rooftop, chassis of the buses	Chassis washing of hybrid buses can cause malfunctioning and can lead to serious damages to electrical/electronic system/components of the buses	Not Agreed. Chassis washing provision should be available with an optionality of switching it on and off. Moreover, the washing plant should also have the automatic dryer facility built-in with the washing plant.	Need to Discuss	Not Agreed. Please refer to response provided in Serial No. 11 of the Response Document 1.
4.	Clause 10.2	The Financial Proposal, in accordance with Bidding Form F2, shall provide an all-inclusive fixed (one-figure) for the Fixed Kilometer Charge and the Variable Kilometre Charge (collectively comprising the Kilometre Charge) that includes all Operator Taxes applicable on the Bidder or incidental to any activity necessary for the performance of O&M Services as per the laws prevailing seven (7) days	As we understand from reading the RFP, any change in taxes (other than Excluded Taxes) are pass-through and shall be adjusted in the monthly invoice (if applicable). It is requested to please also include income tax variation after the bid submission date as pass-through. SIDCL is requested to please clearly mention the taxes and their respective rates which bidders have to account for at the time of bidding for	Not Agreed. All bidders are required to conduct their own tax diligence. Currently no sales tax is applicable on O&M Services.	Please name the service under the taxation that SIDCL is signing up the agreement. We understand that it is a transport service kindly confirm	Bidders are required to conduct their own tax due diligence. Note that withholding income tax is an advance tax and is an adjustable against final tax.



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		prior to the Bid Submission Deadline.	transparent evaluation. Further, SIDCL is requested to please also clarify, whether this will be an O&M Contract or Transport Contract as the withholding income tax rates and Sales Tax rates varies significantly in two contracts.			
5.	Clause 10.4	As part of financial evaluation criteria, bidders are required to submit "Evidence indicated for each financial pre-qualification criteria specified in Annexure B" is met.	Are bidders required to re-submit compliance of financial evaluation criteria (net worth, annual turnover etc.) in financial proposal as they already have submitted the same in their technical proposal which is evaluated by SIDCL.	Bidders are only required to submit the compliance of financial evaluation criteria in the technical proposal.	Please confirm exact names of the documents to be provided under technical forms other than the forms attached as per the RFP. Audited Financial statements to be provided as part of Technical envelop or Financial Envelop?	Query not relevant. Please refer to Annexure B (<i>Evaluation and Qualification Criteria</i>) for details on data to be provided. Please provide Audited Financial Statements in the Technical Proposal.
6.	ITB 20.2	If the Technical Proposal and the Financial Proposal are submitted together in one envelope, the Employer may reject the entire Bid	SIDCL is requested to remove the clause as technical and financial proposal will be submitted in one outer envelope containing	No change required.	Please confirm how to pack the bid. As per our understanding the technical box will be sealed separately from the financial box and then these	Yes, the understanding is correct. The Financial Proposal and Technical Proposal shall be sealed separately and submitted



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			separately sealed technical and financial proposals.		two boxes / envelopes will be put into a Bigger outer box sealed.	together in an outer box/envelope.
7.	ITB 32	<p>Performance Security RFP defines Performance Security as follows:</p> <p>O&M Performance Security” means the performance security to be furnished and maintained by the Successful Bidder in accordance with the terms of the O&M Agreement.</p> <p>Whereas form of Performance Security given in Schedule E of the contract requires Operator to submit Performance Security.</p>	SIDCL is requested to confirm who is required to submit O&M Performance Security. Whether it is to be submitted by Sponsors or Operator.	The Operator has to the submit the Performance Security in the form attached as Schedule E of the O&M Agreement.	Our Suggestion is that the Sponsor on behalf of the Operator (SPV) to submit the Performance Guarantee. As the operator will be a newly created company with no bankability	Agreed.
8.	Bidding Form T-1	Letter of Technical Proposal	<p>SIDCL is requested to confirm the followings:</p> <ul style="list-style-type: none"> Does “Attorney appointed by Bidder” or “Nominee appointed on behalf of bidder” in Form T-3 required to 	The Attorney, being the Authorised Representative of the Bidder, is required to sign all forms and documents with respect to the submission of Bid.	<p>Need clarity on the forms</p> <p>Can the Nominee and authorized representative and the attorney all be the same person?</p>	The attorney is the Authorized Representative duly authorized to sign on behalf of the Bidder in terms of ITB 15.2.



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		<p><i>(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).</i></p> <p>Name _____</p> <p>In the capacity of _____</p> <p>Signed _____</p> <p>Only authorized to sign the Bid for and on behalf of _____ [Name of Bidder]</p> <p>Date _____</p> <p style="text-align: center;">[Seal]</p>	<p>sign all the Forms and Technical and Financial Bids?</p> <ul style="list-style-type: none"> What should be mentioned in the heading "In the capacity of" if it is to be signed by "Attorney appointed by Bidder" or "Nominee appointed on behalf of bidder? 	<p>Designation of the signatory (i.e., Attorney, being the Authorised Representative of the Bidder) may be included.</p>		<p>The nominee and the attorney cannot be the same individual.</p>
9.	Form-T3	<p>Power of Attorney</p> <p><u>Specimen signature of Mr. [name of the nominee on behalf of Bidder]</u></p> <p><u>Specimen signature of Mr. [name of the attorney appointed by Bidder]</u></p> <p>[Signature] _____</p> <p>[Name] _____</p> <p>[Designation] _____</p> <p>[Company] _____</p>	<ul style="list-style-type: none"> SIDCL is requested to confirm the difference between "Nominee" and "Attorney"? What documentary evidence SIDCL require from the bidders to ensure "Nominee" and "Attorney" are appointed through proper procedure? As per our understanding, board resolution signed by Company Secretary is a sufficient documentary evidence for the appointment of Nominee and Attorney. 	<p>Bidder shall be required to sign in the capacity of a "nominee" and the "Authorised Representative" of the Bidder duly authorized (on behalf of the Bidder) shall be required to sign in the capacity of "attorney".</p> <p>Board resolution may be provided.</p> <p>Both the "nominee" and "attorney" are required</p>	<p>Need further clarity</p>	<p>Please refer to response provided in Serial No. 8 above and Serial No. 31 of the Response Document 1.</p>



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			<ul style="list-style-type: none"> Who needs to sign "Power of Attorney"? 	to sign the power of attorney.		
10.	1.2	Technical Evaluation Criteria – BRT Vehicles Operation Manager Experience in urban bus / public transport operations for a minimum of ten (10) years with relevant degree preferably Transportation Engineering.	As BRT Operations in Pakistan started in last five years, therefore there is a limitation on human resource availability having experience in operating BRT Operations. SIDCL is requested to make it all inclusive and also add experience in operating Urban Bus/ Public Bus Operations in the experience.	Please refer to Addendum No. 1 uploaded on 28.01.2021 for updated Technical & Financial Evaluation Criteria.	The relaxation of the technical and financial criteria for evaluation and qualification will bring inexperienced operator for very valuable project which will not be in the best public interest.	Not Agreed.
11.	Annexure D: 1.15.3	Detailed Maintenance Obligation The Operator's Maintenance and repair obligations shall include, but not be limited to: repair and/or replacement of tyres and/or wheels subject to accident damage, excessive wear and tear and uneven wear and the Operator shall at all times	SIDCL to please confirm the followings? <ul style="list-style-type: none"> Who is responsible for the replacement of tyres/ wheels due to normal wear and tear? Who is responsible for the replacement of tyres, if it is damaged due to quality of bus corridor? 	For first 3 years of operations, the bus supplier will be responsible to replace the tires due to normal wear and tear. Thereafter, it will solely be bus operator's responsibility. Operator will be responsible. Please refer to response no. 103 below.	Agreed. We understand that with each bus there is a spare tyre being provided by the bus supplier. (Also provided at BRT Peshawar project by bus supplier)	All replacement of tyres for first three (3) years of operations will be provided by the Bus Supplier.



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		adhere to the tyre specifications as determined by SIDCL from time to time.				
12.	Annexure D	Scope of O&M Services, Clause 1.18 & 1.19 – Tow Trucks The Tow Trucks shall be brought in advance at-least one month prior to the Commencement Date.	As per RFP and Draft Contract, Mobilization Period is 30 days (Time between signing of Contract and Commencement Date). According to Clause 1.18 and 1.19 of Annexure D, Bidder is required to have tow trucks on or before contract signing date. SIDCL is requested to look at clause 1.18 and 1.19 of Annexure D and amend it accordingly. Further, it should be Operator's discretion, whether to procure it on rent or buy it.	The Operator has to procure brand new tow trucks as per the employer's requirement specified in Annexure D (<i>Scope of O&M Services</i>) of the RFP. Operator is required to procure tow trucks within one month from the date of signing of contract i.e., Effective Date and in any case prior to commencement of the Operating Period.	It should be left to operator's discretion.	Not Agreed. The Operator has to procure brand new tow trucks as per the Employer's Requirement specified in Annexure D (<i>Scope of O&M Services</i>) of the RFP.
13.	Annexure D	Scope of O&M Services, Clause 1.20 – Washing Plants Due to environmental conditions in the city of	Water shortage is quite common in Karachi. In case of non- availability/ shortage of water in water connections installed by SIDCL at Orange	Bidder is required to make their own arrangement for water requirements based on rates specified by KWSB. Operator can	Daily washing requirement should be relaxed and left to operator's discretion. Based on our experience, daily washing will damage the body, especially the roof.	Not Agreed. However, the Bidders may opt for smart sprinkling systems to



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		Karachi, it is expected that all operational buses should be washed on daily basis during Non-operational hours. Hence the washing plants speed should be able to meet the requirements.	Line and Green Line depots, will SIDCL provide access to alternate sources to meet the requirements mentioned in clause 1.20 of Annexure D.	arrange for alternate sources such as water tankers.	The AC system will also be effected with daily washing. Operator will remain responsible to maintain the service level parameter.	optimize water consumption.
14.		Bus Specifications: Digital Video Recorder (DVR) Page# 146 DVR must have capability to store recording for two days.	There should be at least 07 days capability of recordings, for the investigation/safety point of view to avoid any inconvenience.	Not Agreed.	Technical Specification of 12 meter bus not shared	Detailed specifications of 12 m bus has been provided as part of Annexure E of the RFP Document.
15.	Annexure E - Section: 6 - Clause 6.10.3, Page: 135	Splash guard/ Aprons	We do not suggest Pros & Con: <ul style="list-style-type: none"> It detaches with jerk during operation Its lock does not sustain pressure 	Query Not clear.	We are requesting not to fix tire cover for checking of nuts and bolts air pressure and hub seal.	There is no requirement for tyre covers.
16.		ITB 2: Key Performance Indicators	SIDCL is requested to confirm the amount on which Performance Deduction Percentages, given in table 2.1.1 will be calculated.	Under Schedule F (Payment Schedule) note that the Performance Payout Percentage (PP%) has been capped at 10% of	Please confirm the following On the statement "10% per occurrence" please confirm 10% of what? And	Each month, the Operator's performance will be assessed. Example: If there is one Severe Accident (1.1 of table 1.1.1),



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		<table><tr><th>Sr. n</th><th>KPI</th><th>Failure Event</th><th>Performance Deduction Percentage (PD %)</th></tr><tr><td>1</td><td>ROAD SAFETY</td><td colspan="2">Assessment through self-reporting</td></tr><tr><td>1.1</td><td>Prevention of Severe Accidents</td><td>Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in death or severe physical injury of a Passenger or other person (Severe Accident)</td><td>10.0% per occurrence</td></tr><tr><td>1.2</td><td>Prevention of Material Accidents</td><td>Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in minor physical injury to a passenger or other person or material damage to SIDCL's assets including the BRT Corridor or other Project infrastructure (Material Accident)</td><td>5.0% per occurrence</td></tr></table>	Sr. n	KPI	Failure Event	Performance Deduction Percentage (PD %)	1	ROAD SAFETY	Assessment through self-reporting		1.1	Prevention of Severe Accidents	Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in death or severe physical injury of a Passenger or other person (Severe Accident)	10.0% per occurrence	1.2	Prevention of Material Accidents	Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in minor physical injury to a passenger or other person or material damage to SIDCL's assets including the BRT Corridor or other Project infrastructure (Material Accident)	5.0% per occurrence		<p>Fixed Monthly Payment which is equal to the maximum deduction under Clause 2: Monthly Performance Payments under Schedule F.</p> <p>If there are no Performance Deductions, then the Operator will receive the entire Monthly Performance Payment which is calculated as follows:</p> <p>$(1-PD\%)*[(Monthly\ Fixed\ Kilometer\ Payments)*(1-PD\%)]*PP\%/(1-PP\%)$</p> <p>Please refer to the illustrations attached as Annex B of this Response Document.</p>	<p>how this is linked with the capped amount of 10% penalty per month.</p>	<p>10% will be deducted from Monthly Performance Payment. If there are two Severe Accidence (1.1 of table 2.1.1), 20% will be deducted from Monthly Performance Payment.</p> <p>If there are three Severe Accidence (1.1 of table 2.1.1), 30% will be deducted from Monthly Performance Payment.</p> <p>Please refer to the illustrations provided in Annexure A to this Response Document 2.</p>
Sr. n	KPI	Failure Event	Performance Deduction Percentage (PD %)																			
1	ROAD SAFETY	Assessment through self-reporting																				
1.1	Prevention of Severe Accidents	Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in death or severe physical injury of a Passenger or other person (Severe Accident)	10.0% per occurrence																			
1.2	Prevention of Material Accidents	Accident involving a Bus due to Driver's fault or malfunctioning of the Bus resulting in minor physical injury to a passenger or other person or material damage to SIDCL's assets including the BRT Corridor or other Project infrastructure (Material Accident)	5.0% per occurrence																			



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17.		ITB 2: Key Performance Indicators - Punctuality, adherence & Travel Time Regularity	In case of Punctuality, Adherence and Travel Time Regularity there should be a margin of +/- 30% of the given schedule headway	Not Agreed.	KPIs for Punctuality is not define properly. How exactly SIDCL will evaluate Punctuality, adherence & Travel Time Regularity, kindly share the mechanism. As the difference will be margin of few seconds which is practically not possible. As same practice is followed in all projects in Punjab and KPK	As per practice in similar systems, the Employer's staff will monitor the punctuality of operations. Margin of 30% is too high for managing the frequency of operations and therefore, not agreed.
18.		ITB 2: Key Performance Indicators – Reliability of Buses/ No. of Breakdowns	Maximum Five Breakdowns may consider if recovery period is more than half an hour for first three year. Remaining years it may consider eight breakdown/month if recovery period is more than one hour or within specific time keeping in view that buses will depreciate and chances of breakdown increase due to multiple technical and mechanical reasons.	Not Agreed.	At least, it should be relaxed in later years of the contract.	Not Agreed. Continued availability for Buses for meeting KPIs can be ensured through the reserve Buses.



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19.		Penalty Mechanism - Two penalty mechanism at page # 72, 73 of RFP	There are two penalty mechanism. One is in %age and other is in KM. This should be in one mechanism and suggested mechanism is kilometers.	In one table, the penalty thresholds are provided and in the other table, the mechanism to calculate each penalty is provided.	Need further clarification and discussion.	The first table on page 72, sets out the penalty thresholds/ Performance Deduction Percentage for each KPI whereas the second table on page 73, sets the mechanism/formula to calculate the penalty for the relevant event.
20.		Maximum Penalty Amount	There should be a clause for maximum penalty/Invoice. Suggested maximum penalty cap is 10% of the invoice as given in all other BRT systems of Pakistan.	Under Schedule F (Payment Schedule) note that the Performance Payout Percentage (PP%) has been capped at 10% of Fixed Monthly Payment which is equal to the maximum deduction under Clause 2: Monthly Performance Payments under Schedule F which is calculated as follows: $(1-PD\%) \times [(Monthly \text{ Fixed Kilometer}$	The file shared as annexure as illustration has some errors as the minimum assured kilometers used for orange line and green line are the same i-e 3,500 km per month. Additionally the total invoice amount and payment amount does not add up in both cases with and without penalties. Formula seems to be incorrect please confirm	Please refer to the illustrations provided in Annexure A to this Response Document 2.



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				<p>Payments) x (1-PD%)] x PP% / (1-PP%).</p> <p>Please refer to the illustrations attached as Annex B of this Response Document</p> <p>In case there are no penalties, the Performance Payout Percentage is fully reimbursed (paid) to the Operator.</p>		
21.	Clause 4.3	<p>Commencement Date The commencement date (the “Commencement Date”) shall be the later of the actual date on which each of the Mobilization Period Requirements have been completed to the satisfaction of the Employer.</p> <p>In the event the Commencement Date is not achieved within thirty (30)</p>	<ul style="list-style-type: none"> As per Clause 33.1, post issuance of letter of award, SIDCL is providing 30 days to complete CP's and signing of O&M Agreement. After the signing of O&M Agreement, number of days in which SIDCL will ask bidder to start operations are not specified in RFP. As per RFP, there is a requirement for four months of driver 	<p>The Operator is required to commence operations on the date that Mobilization Period Requirements have been completed.</p> <p>Please refer to Section 4.3 of the O&M Agreement. The Operating Period commences from the Commencement Date (which date must be</p>	<p>Expected number of days between letter of award, Mobilization period and Commencement of Operations should be communicated.</p>	<p>The Bidder is required to sign the O&M Agreement within thirty (30) days from the issuance of the Notification of Award.</p> <p>Thereafter, the Operator has thirty (30) days from the Effective Date (signing date) (unless extended by Employer) to complete the</p>



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		days from the Effective Date or any other period as Notified by the Employer, the Employer shall have the right (to be exercised at its sole and absolute discretion) to terminate this Agreement by issuance of a written termination notice to the Operator and encash the Performance Security.	<p>training, which means that after the signing of O&M Agreement, four months will be required to start the operations.</p> <ul style="list-style-type: none"> • Will SIDCL pay Fixed Charge Fee to the Operator if Commencement Date is not achieved by SIDCL for any reason not attributable to Operator? • How many days SIDCL require to announce Commencement Date provided Operator has fulfilled all its CP's? 	<p>achieved within thirty (30) days from the Effective Date or any other period as Notified by the Employer).</p> <p>For the purposes of clarity, please note that pursuant to Section 1.4.2 of Schedule A (<i>Operator's Scope of Work</i>), 150 drivers have to be trained over a period of four (4) months. Please refer to response no. 8 above</p> <p>For payment of fixed charge please refer to response no. 89.</p>		<p>Mobilization Period Requirements.</p> <p>Commencement Date occurs on the date on which each of the Mobilization Period Requirements have been completed to the satisfaction of the Employer in respect of the Green Line Project and the Orange Line Project.</p> <p>Payments of the Kilometre Charge and the Minimum Monthly Kilometre Charge shall be payable upon commencement of Operations of the Green Line Project and Orange Line Project respectively.</p> <p>For the purposes of clarity, Sections 4.2.3 and 4.2.4 shall stand</p>



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RESPONSES TO THE BIDDERS QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
						<p>inserted and Section 5.3.1 shall stand amended as follows:</p> <p><i>“4.2.3 In the event the Covered Assets with respect to the Orange Line Project are not handed over during the Mobilization Period, the Operator shall commence Operations, achieve Commencement Date and be entitled to payments of Kilometre Charge and the Minimum Monthly Kilometre Charge in accordance with Section 5 (Price and Payment Terms), with respect to the Green Line Project.”</i></p> <p><i>“4.2.4 During the Term and upon giving one (1) month prior notice (the “Notice Period”) to the Operator the Employer</i></p>



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
RESPONSES TO THE BIDDERS QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
						<p><i>shall handover the Covered Assets with respect to the Orange Line Project to the Operator. Thereafter, the Operator shall:</i></p> <p>(a) <i>fulfil the Mobilization Period Requirements set out in Section 4.2.2, in respect of the Orange Line Project, during the Notice Period (except as may be extended by the Employer);</i></p> <p>(b) <i>upon completion of the Mobilization Period Requirements, commence Operations with respect to Orange Line Project for the remaining Term; and</i></p> <p>(c) <i>be entitled to payments of</i></p>



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
RESPONSES TO THE BIDDERS QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
						<p><i>Kilometre Charge and the Minimum Monthly Kilometre Charge in accordance with Section 5 (Price and Payment Terms), with respect to the Orange Line Project.”</i></p> <p><i>“5.3.1 In consideration of the performance of Services by the Operator, the Employer shall pay to the Operator <u>in the respect of: (a) the Green Line Project, upon commencement of Operations for the Green Line Project, each Month during the Operating Period, the Kilometre Charge comprising of the: (aA) Fixed Kilometre Charge; and (bB) Variable Kilometre Charge; and (b) the</u></i></p>



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
						<p><u>Orange Line Project, upon commencement of Operations for the Orange Line Project, each Month during the Operating Period, the Kilometre Charge comprising of the: (A) Fixed Kilometre Charge; and (B) Variable Kilometre Charge.”</u></p> <p>Further clarity may be included in the contract as required.</p>
22.	Clause 5.3.5	<p>Payments of Kilometer Charge</p> <p>Payments being made by the Employer shall be less:</p> <p>(a) any disputed amounts;</p> <p>(b) any amounts to be deducted for the adjustment of Advance Payments in accordance with Section 5.1 (Advance Payment); (c) any deductions on account</p>	SIDCL is requested to please specify the deductions and their respective rates which they will made on account of taxes.	Please refer to response in Serial No. 16.	Question as per serial number16.	Query is not clear.



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
		of tax (if any); (d) any Liquidated Damages				
23.	Clause 5.3.3 and 5.3.6	Payment of Kilometer Charge <ul style="list-style-type: none"> After the Commencement Date, the Operator shall submit the invoices (substantially in the form and substance attached hereto as Schedule M (Form of Invoice)) to the Employer on the first (1st) day of every month (for the previous month) ("Monthly Invoice") in respect of the Kilometer Charges payable to the Operator for each of the Projects, provided that for the first Monthly Invoice issued by the Operator, the payment shall be calculated for the period starting from the commencement of 	<ul style="list-style-type: none"> As we understand from reading the RFP, SIDCL will pay 90% of Monthly Invoice within 14 days as per Schedule F. SIDCL is requested to confirm if our understanding is correct. SIDCL is requested to confirm the number of days in which it will pay remaining 10% of Monthly Invoice submitted by the Operator. SIDCL is requested to please link Schedule F with the Clause 5.3 of Contract to clarify the payment mechanism. 	<ul style="list-style-type: none"> Yes, the understanding is correct. Entire invoice amount net of any Performance Deduction Payments under Schedule F will be paid on the Monthly Payment Date. Performance deduction payments are deducted as liquidated damages (in accordance with Clause 5.3.5) and thereafter the payable Kilometer Charge is paid to the Operator. 	SIDCL is requested to please link Schedule F with the Clause 5.3 of Contract to clarify the payment mechanism	Payments of the Kilometer Charge and the Minimum Monthly Kilometer Charge shall be payable upon commencement of Operations of the Green Line Project and Orange Line Project respectively. Please note that such payments will be made in accordance with Schedule F comprising of Monthly Payments and Monthly Performance Payment.



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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
		<p>operations by the Operator. Each Monthly Invoice shall provide a breakdown of the Kilometre Charges payable for the Green Line Project and the Orange Line Project, respectively</p> <ul style="list-style-type: none"> • Provided that the Employer has verified the Services performed during such period, and received all relevant data and records (as mutually agreed between the Parties) including data and records generated by the Operations Control Centre, computation and such other information and calculations, in reasonable detail, so as to enable the Employer to confirm that the calculation of the 				



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
RESPONSES TO THE BIDDERS QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
		<p>amounts shown in the Monthly Invoice comply with the provisions of this Agreement, the Employer shall pay the Operator all due and payable amounts of the Kilometre Charge set out in the Operator's Monthly Invoices (subject to any deductions in accordance with Section 5.3.5) no later than fourteen (14) days following the day the Monthly Invoice is received by the Employer (the "Monthly Payment Date"), in respect of the Kilometre Charge by wire transfer/cheque to the bank account(s) identified by the Operator.</p>				



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RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
RESPONSES TO THE BIDDERS QUERIES

SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
24.	Clause 6.6	Initial Maintenance Period and Supplier Spare Parts The Supplier Spare Parts will be handed over to the Operator during the Mobilization Period and any Supplier Spare Parts used by the Operator: (a) in respect of ordinary wear and tear; and (B) Planned Maintenance during the Bus Warranty Period shall be replenished by the Supplier (subject to warranty obligations under the Bus Supply Contract) free of cost.	All Spare Parts required for Ordinary Maintenance and Planned Maintenance shall be provided by the Supplier for the period of three years i.e. Initial Maintenance Period. SIDCL is requested to please confirm, if our understanding is correct.	In accordance with Section 6.6 of the O&M Agreement, Supplier Spare Parts (in respect of ordinary wear and tear and Planned Maintenance) will be available to the Operator by the Supplier during the first three (3) years of operations as per the list provided in the RFP Documents.	Needs discussion.	No query raised.
25.	Schedule F	Payment Schedule	SIDCL team is requested to provide illustrative examples of Monthly Payment, Monthly Performance Payouts, adjustment to Fuel, Adjustments to Routine Maintenance, Adjustments to Periodic Maintenance, Adjustments to Tyres, Adjustments to Lubricants,	Please refer to the Annex 1 of this Response Document.	Please refer to question at serial 83.	Please refer to the illustrations provided in Annexure A to this Response Document 2.



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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
			Adjustments to Administrative Expenses, Adjustments to Insurance and Adjustment to Management Fee for better understanding of all the bidders and to avoid any ambiguity at a later stage.			
26.		Shelter Facility			a) 40 feet long container with furnished floor, roof and windows. b) 10 feet long container with two washrooms minimum, wash basin, etc.	Agreed. Agreed.
27.		Water Supply and Drainage System			Availability of water supply with 250 Gallon water tank for storage alongwith proper drainage system.	Bus Depot Design is already shared with Bidders in the RFP Documents which has all available details.
28.		Electricity			25KVA transformer will meet all electrical appliances including compressor	Query Not Clear.
29.		Roof Fiber Shed			15 X 15 shed for maintaince team and its equipment and tools etc	Query Not Clear.



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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE																																																																		
30.		Bus Cleaning Area			Space of three buses to clean	Query Not Clear.																																																																		
31.		Bus Parking Area			Idle parking space as per operations demand	Query Not Clear.																																																																		
32.		Proposed Facilities at Depot	<table><tr><th>S.No</th><th>Department</th><th>Meaurments</th></tr><tr><td colspan="3">OPERATIONS</td></tr><tr><td>1</td><td>HOD Office</td><td>30 x 25 (IN SqFt)</td></tr><tr><td>2</td><td>Operation Office</td><td>27 x 22 (IN SqFt)</td></tr><tr><td>3</td><td>Monitoring Office</td><td>27 x 22 (IN SqFt)</td></tr><tr><td colspan="3">Workshop</td></tr><tr><td>4</td><td>Technical head / executives Office</td><td>20 X 15 (in Sqft)</td></tr><tr><td>5</td><td>IT Technician Room</td><td>15 X 15 (in Sqft)</td></tr><tr><td>6</td><td>Lathe Machine Room</td><td>15 X 15 (in Sqft)</td></tr><tr><td>7</td><td>Alternator Testor Room</td><td>15 X 15 (in Sqft)</td></tr><tr><td>8</td><td>Weldding Shop</td><td>15 X 15 (in Sqft)</td></tr><tr><td>9</td><td>CNC Bendding Machine</td><td>15 X 15 (in Sqft)</td></tr><tr><td>10</td><td>Wheel Balancing/Alignment Shop</td><td>15 X 15 (in Sqft)</td></tr><tr><td>11</td><td>Fabricator Room</td><td>15 X 15 (in Sqft)</td></tr><tr><td>12</td><td>Tyre Store</td><td>50 X 40 (in Sqft)</td></tr><tr><td>13</td><td>Instruments & Equipments</td><td>20 X 15 (in Sqft)</td></tr><tr><td>14</td><td>Oil Store</td><td>50 X 40 (in Sqft)</td></tr><tr><td>15</td><td>Spare Parts Store</td><td>100 X 100 X 35h (in Sqft)</td></tr><tr><td>16</td><td>Compresor and Equipments Room</td><td>30 X 20 (in Sqft)</td></tr><tr><td>17</td><td>Workshop PIT inspection Area</td><td>120 X 180 (in Sqft)</td></tr><tr><td>18</td><td>Paint Work Area</td><td>100 X 60 (in Sqft)</td></tr><tr><td>19</td><td>Paint Store</td><td>20 X 25 (In Sqft)</td></tr></table>			S.No	Department	Meaurments	OPERATIONS			1	HOD Office	30 x 25 (IN SqFt)	2	Operation Office	27 x 22 (IN SqFt)	3	Monitoring Office	27 x 22 (IN SqFt)	Workshop			4	Technical head / executives Office	20 X 15 (in Sqft)	5	IT Technician Room	15 X 15 (in Sqft)	6	Lathe Machine Room	15 X 15 (in Sqft)	7	Alternator Testor Room	15 X 15 (in Sqft)	8	Weldding Shop	15 X 15 (in Sqft)	9	CNC Bendding Machine	15 X 15 (in Sqft)	10	Wheel Balancing/Alignment Shop	15 X 15 (in Sqft)	11	Fabricator Room	15 X 15 (in Sqft)	12	Tyre Store	50 X 40 (in Sqft)	13	Instruments & Equipments	20 X 15 (in Sqft)	14	Oil Store	50 X 40 (in Sqft)	15	Spare Parts Store	100 X 100 X 35h (in Sqft)	16	Compresor and Equipments Room	30 X 20 (in Sqft)	17	Workshop PIT inspection Area	120 X 180 (in Sqft)	18	Paint Work Area	100 X 60 (in Sqft)	19	Paint Store	20 X 25 (In Sqft)	Bus Depdt facility has already been constructed and therefore such structural changes cannot be accommodated.
S.No	Department	Meaurments																																																																						
OPERATIONS																																																																								
1	HOD Office	30 x 25 (IN SqFt)																																																																						
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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
			20 Total PIT's		01 X 08 Qty	
			21 Fuel Dispensor Dual		02 (Nosels) X 06 Dispensor	
			Fuel/Supply Chain			
			22 Fuel Station Area		150 X 100 (in Sqft)	
			23 Fuel Department		20 X 15 (in Sqft)	
			24 Supply Chain Department		20 X 15 (in Sqft)	
			HSE/Electric			
			25 Health and Safety		20 X 15 (in Sqft)	
			Admin/HR			
			26 Admin Office		20 X 15 (in Sqft)	
			27 HR Office		20 X 15 (in Sqft)	
			Dining Hall			
			28 Dining Hall Officer with small Kitchen		50 X 40 (in Sqft)	
			29 Dining Hall Labour with Small kitchen		100 X 60 (in Sqft)	
			Rest Area			
			30 Rest Area Hall For Drivers		70 X 50 (In Sqft X 5 Qty)	
			Power/Electric Room			
			31 Power Room		30 X 25 (in Sqft)	
			CCTV Room			
			32 CCTV Room		20 X 15 (in Sqft)	
			Kitchen			
			33 Kitchen and Store		40 X 40 (in Sqft)	
			Water Tanks			
			34 Under Ground Water Tank		100,000 Gallon	
			35 Overhead Water Tank		30,000 Gallon	



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SR. NO.	SECTION NUMBER	SECTION	QUERY	SIDCL'S RESPONSE	QUERY	SIDCL'S RESPONSE
			Scrap Yard			
			36 Scrap Yard		100 X 100 (In Sqft)	
			Cleaning and Washing			
			37 Washing Area		50 X 75 (In Sqft)	
			38 Cleaning Room		20 X 15 (in Sqft)	
			RO Plant Room			
			39 RO Plant Room		20 X 20 (In Sqft)	
			Staff Parking Place			
			40 Staff Car and Bike Parking Area			
			Trainig Hall			
			41 Drivers and Technical team Training Hall		50 X 30 (In Sqft)	
			Pray Area			
			42 Space of abulation and washroom		60 X 40 (in Sqft)	
			Record room			
			43 Record Room		20 X 20 (In Sqft)	
			Changing Room			
			44 Changing Room		20 X 15 (in Sqft)	



ORANGE & GREEN LINE PROJECT
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Annexure A – ILLUSTRATIONS

Note: All numbers are illustrative

Period	0	1	2	3	4	5	6	7	8	9	10
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1) Per Kilometer charge calculation (Indexation) - As per formulae provided in Schedule F: Payment Schedule

	Units	Base										
Diesel Price	PKR/Liter	116.00	120.00	130.00	125.00	122.00	110.00	105.00	120.00	120.00	120.00	120.00
Insurance	PKR/Annum	200.00	210.00	220.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00
Inflation	Index	140.56	147.59	156.44	165.83	175.78	186.33	197.51	209.36	221.92	235.23	249.35
Inflation - Motor Vehicle Accessories	Index	137.86	144.75	153.44	162.64	172.40	182.75	193.71	205.33	217.65	230.71	244.56
WPI - Mobil Oil	Index	121.14	127.20	134.83	142.92	151.49	160.58	170.22	180.43	191.26	202.73	214.90
WPI - Tyres	Index	125.48	131.75	139.66	148.04	156.92	166.34	176.32	186.90	198.11	210.00	222.60

Green Line

Bid rate

Variable Charges												
Fuel	PKR/Km	1.00	1.03	1.12	1.08	1.05	0.95	0.91	1.03	1.03	1.03	1.03
Routine maintenance	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Periodic maintenance	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Tyres Cost	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Lubricants	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Total variable charge	PKR/Km	5.00	5.23	5.57	5.80	6.05	6.25	6.53	6.99	7.35	7.73	8.13
Fixed Charges												
Insurance	PKR/Km	1.00	1.05	1.10	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
Administrative Charges	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Management Charges	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Total fixed charge	PKR/Km	3.00	3.15	3.33	3.51	3.65	3.80	3.96	4.13	4.31	4.50	4.70
Total		8.00	8.38	8.90	9.31	9.71	10.05	10.49	11.12	11.66	12.23	12.83

Orange Line

Bid rate

Variable Charges												
Fuel	PKR/Km	1.00	1.03	1.12	1.08	1.05	0.95	0.91	1.03	1.03	1.03	1.03
Routine maintenance	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Periodic maintenance	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Tyres Cost	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Lubricants	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Total variable charge	PKR/Km	5.00	5.23	5.57	5.80	6.05	6.25	6.53	6.99	7.35	7.73	8.13
Fixed Charges												
Insurance	PKR/Km	1.00	1.05	1.10	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
Administrative Charges	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Management Charges	PKR/Km	1.00	1.05	1.11	1.18	1.25	1.33	1.41	1.49	1.58	1.67	1.77
Total fixed charge	PKR/Km	3.00	3.15	3.33	3.51	3.65	3.80	3.96	4.13	4.31	4.50	4.70
Total		8.00	8.38	8.90	9.31	9.71	10.05	10.49	11.12	11.66	12.23	12.83



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES 2 RAISED SUBSEQUENT TO THE
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2) Monthly Payments - As per formulae provided in Schedule F: Payment Schedule

Minimum Assured Bus Kilometers

Green Line	Km	55,000	55,000	70,000	80,000	90,000	100,000	110,000	120,000	130,000	140,000	150,000
Orange Line	Km	36,000	46,000	56,000	66,000	76,000	86,000	96,000	106,000	116,000	126,000	136,000
Performance Payout Payment	%	10%										

Green Line												
Variable Monthly Payment		275,000	287,897	390,088	463,736	544,859	625,068	717,829	839,072	955,465	1,082,010	1,219,544
Fixed Monthly Payment		148,500	155,925	164,637	173,723	180,731	188,159	196,034	204,380	213,227	222,606	232,546
Monthly Payment		423,500	443,822	554,725	637,460	725,590	813,227	913,863	1,043,452	1,168,692	1,304,616	1,452,090

Orange Line												
Variable Monthly Payment		180,000	240,786	312,071	382,583	460,103	537,558	626,469	741,180	852,569	973,809	1,105,720
Fixed Monthly Payment		97,200	102,060	107,762	113,710	118,297	123,159	128,313	133,776	139,567	145,705	152,212
Monthly Payment		277,200	342,846	419,833	496,292	578,400	660,717	754,782	874,956	992,136	1,119,515	1,257,932

3) Monthly Performance Payments - As per formulae provided in Schedule F: Payment Schedule

Fixed Monthly Payment (GLOL)	245,700.00	257,985.00	272,399.40	287,432.96	299,027.84	311,318.41	324,346.42	338,156.10	352,794.37	368,310.93	384,758.49
PD %	0%	0%	20%	5%	10%	2%	0%	4%	0%	0%	4%
Monthly Performance Payment	27,300.00	28,665.00	24,213.28	30,340.15	29,902.78	33,899.12	36,038.49	36,069.98	39,199.37	40,923.44	41,040.91
Total receipts	728,000	815,333	998,772	1,164,092	1,333,893	1,507,844	1,704,683	1,954,478	2,200,027	2,465,054	2,751,064

Back up calculations for Monthly Performance Payments

Fixed monthly payments without any Performance Payout %	273,000.00	286,650.00	302,666.00	319,369.96	332,253.16	345,909.35	360,384.91	375,729.00	391,993.74	409,234.37	427,509.43
Fixed monthly payments with Performance Payout % + Monthly Performance Payments	273,000.00	286,650.00	296,612.68	317,773.11	328,930.63	345,217.53	360,384.91	374,226.09	391,993.74	409,234.37	425,799.39
Check	TRUE	TRUE	FALSE	FALSE	FALSE	FALSE	TRUE	FALSE	TRUE	TRUE	FALSE