



**ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED SUBSEQUENT TO THE
RESPONSES TO BIDDER'S QUERIES ISSUED ON AUGUST 21, 2021**

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (SIDCL)

GOVERNMENT OF PAKISTAN



**RESPONSES TO BIDDERS' QUERIES II
IN RELATION TO THE**

**HIRING OF FUND MANAGER
FOR**

**FUND MANAGEMENT SERVICES FOR THE BUS RAPID TRANSIT SYSTEM OF
THE ORANGE AND GREEN LINES**

ISSUED ON: 27TH AUGUST 2021



ORANGE & GREEN LINE PROJECT
RESPONSES TO QUERIES RAISED SUBSEQUENT TO THE
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NO. SIDCL/COO/OPS/2021/9604
DATED 27ST AUGUST, 2021

SUBJECT: HIRING OF BUS OPERATOR FOR FACILITY MANAGEMENT SERVICES FOR THE BUS RAPID TRANSIT SYSTEM OF THE ORANGE AND GREEN LINES PPRA ID - TS456643E, ADVERTISED ON 31ST JULY 2021.

THE PRE-BID MEETING FOR THE SUBJECT PROJECT WAS HELD ON 11TH AUGUST 2021 AT 2:00 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 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 II**' (this "**Response Document II**") is further to the Response to Bidders' Queries Document dated August 21, 2021 (the "**Response Document I**"), 'REQUEST FOR PROPOSAL' (consisting of the Part I – Instructions to Bidders ("**ITB**"), Part II – Green Line Fund Management Agreement and Part III – Orange Line Fund Management Agreement ("**Draft Agreements**") issued on August 4, 2021 (collectively the "**RFP Documents**") and the various queries received from the prospective bidders in respect of the bidding process relating to the "*Hiring of Fund Manager for Fund Management Services for the Bus Rapid Transit System of the Orange and Green Lines*" (the "**Projects**"). This Response Document II 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 Projects. Upon signing of the Fund Management Agreements for the Projects, the Fund Management Agreements will be the final and binding document and any responses set out in this Response Document II 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 II 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 I and this Response Document II includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Response Document II 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 II.

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 Projects and the same shall have no liability for the Response Document I and this Response Document II or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Projects. 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 II or otherwise in connection with the Projects.

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



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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 I and this Response Document II.

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 II or in the solicitation process as a basis for preparing the Bid or developing the Projects.

IMPORTANT NOTE:

Prospective Bidders are hereby apprised that the Employer shall not entertain any queries fifteen (15) days prior to the submission of bids. The Employer reserves the right not to respond to any further query similar in nature to that of already responded to in the earlier response documents.




RESPONSES TO PROSPECTIVE BIDDERS' QUERIES

SERIAL No.	QUERY	RESPONSE
1.	Please share the specs of the POS machines which will be used on TOM, TVM, HHM.	Please note that POS machines at the TOM, TVM and HHM will be procured by the Employer through their IITS operator/supplier in accordance with the requirements/specification of the Fund Manager (following selection of the successful bidder/ Fund Manager).
2.	<p>3.2. Allocation of Minimum Cash Balance</p> <p>Please advise the frequency of the small denomination (loose cash) delivery at every bus station. Also, suggest the timing for delivery of cash (preferably banking hours) as the vendor has to pick up the cash from designated branches and deliver it to the employer as and when required (on the basis of a day prior notice).</p>	As per the Section 3 (<i>Allocation of Minimum Cash Balance</i>) of Annexure D (<i>Scope of fund Management Services</i>) of the RFP, the Fund Manager must ensure that required denominations and minimum cash balance are present at the bus stations. Delivery timings and frequency will be determined by mutual agreement between Fund Manager and Employer.
3.	<p>Please note that our Shahriah team has proposed following change in Bidding Form T2 - Integrity Pact of RFP. Kindly provide your feedback on the following change in last paragraph of the form where "actual" has been added:</p> <p style="margin-left: 20px;">Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any <u>actual</u> loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contracts, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.).....</p>	<p>Not Agreed.</p> <p>Changes to the Integrity Pact are not permitted. The format of Integrity Pact attached as Bidding Form T2 of the RFP is in the format as prescribed the Ministry of Finance.</p> <p>The required format of the Integrity Pact is prescribed in the form of an attachment to the decision/letter of the Ministry of Finance (attached herewith as Annexure A (<i>Form of Integrity Pact</i>)).</p>



ANNEXURE A – FORM OF INTEGRITY PACT

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

 From : Mr. Sajid Hassan
Addl. Finance Secretary(Exp)/MD
Tele: 9201496

*Ministry of Finance
Government of Pakistan*

Public Procurement Regulatory Authority

Islamabad the 5-10-2002
P.C. 44000

D.O.No.F.3(7)/2002/PPRA

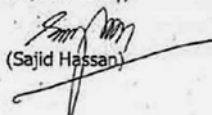
Subject:- DECLARATION OF FEES, COMMISSIONS AND BROKERAGE
ETC., PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES
AND WORKS

My dear Secretary

I am directed to say that in a meeting of the Economic Coordination Committee of the Cabinet held on 23rd September, 2002 the question of adoption of good procurement practices by the public sector agencies was discussed. After due discussion, it was decided that all the public sector agencies, whether attached/subordinate or autonomous working under a Ministry will always demand a certificate, as attached herewith, while procuring goods & services worth Rs 10 million or more. This certificate inter alia, will be checked by the Auditors at the time of audit. This requirement is mandatory and may be complied with in all circumstances.

2. You are requested to convey this decision to all attached Departments, Subordinate Offices, Autonomous/Semi Autonomous Bodies and Corporations etc., working under your Ministry for strict compliance.

With regards,

Yours sincerely,

(Sajid Hassan)

All Secretaries to the Ministries/Divisions.



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Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

_____ [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

_____ [name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ [name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, _____ [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]