



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

**RESPONSES TO BIDDERS' QUERIES IN RESPECT OF MALIR EXPRESSWAY
PROJECT**



**Local Government Department
Government of Sindh**



**Public Private Partnership Unit
Finance Department
Government of Sindh**

FEBRUARY 2018



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

IMPORTANT NOTICE / DISCLAIMER

This 'RESPONSES TO BIDDERS' QUERIES DOCUMENT IN RESPECT OF THE MALIR EXPRESSWAY PROJECT' (the **Queries & Responses Document**) is being issued by the Local Government, Government of Sindh, in association with PPP Unit, Finance Department, Government of Sindh and is further to the 'STAGE ONE REQUEST FOR PROPOSAL' dated February 13, 2018 (the **Stage One RFP**) and the 'STAGE ONE DRAFT CONCESSION AGREEMENT' (the **Draft Concession Agreement**, and together with the **Stage One RFP**, the **Stage One RFP Documents**), is being provided to the recipient solely for use in preparing and submitting its Proposal for participation in the competitive bidding process to design, build, finance, operate and transfer, on Public Private Partnership ("PPP") basis, the Project Expressway, the same being an almost 39.3 km long road, namely Malir Expressway, as more particularly described and indicated in Schedule F (*Project Site*) of the Draft Concession Agreement, including bridges, culverts and other appurtenances thereto, which shall form part of the Concession Assets and shall be developed in accordance with the Applicable Standards (the "**Project**").

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

None of the Government of Sindh entities (including, *inter alia*, the Local Government Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., make any representation (expressed 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 Queries & Responses 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, legal 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 Queries & Responses Document or otherwise in connection with the Project. Any Stage One Technical Proposal submitted in response to this Queries & Responses Document and the Stage One RFP Documents by any of the Prospective Bidders shall be upon the full understanding and agreement of any and all terms of the Stage One RFP Documents and this Queries & Responses Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Stage One RFP Documents and this Queries & Responses Document.

Any Stage One Technical Proposal submitted in response to the Stage One RFP Documents and this Queries & Responses Document by any of the Prospective Bidders shall be upon the full understanding and agreement of any and all terms of the Stage One RFP Documents and this Queries & Responses Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Stage One RFP Documents and this Queries & Responses Document.

Any Bid / response to the Stage One RFP Documents and this Queries & Responses Document submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Stage One RFP Documents and this Queries & Responses Document and has verified all the information received from the GoS (including from its employees, personnel, agents, consultants, advisors and contractors etc.).



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

Any Bid / response to the Stage One RFP Documents and this Queries & Responses Document submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid/Proposal in response to the Stage One RFP Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of the Stage One RFP Documents (including scope of the Project, the Project Requirements, the Applicable Standards, the Project site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes) and all information provided by the GoS or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Draft Concession Agreement. The GoS (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidders shall have no claim whatsoever against the GoS in this regard.

The Stage One RFP Documents do not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on the part of the GoS that a Concession will be awarded.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

RESPONSES TO BIDDERS' QUERIES IN RESPECT OF MALIR EXPRESSWAY PROJECT

INTRODUCTION

The GoS hereby issues this Queries & Responses Document dated March 2, 2018, for responding to various queries raised by the Bidders in respect of the Stage One RFP Documents. Notwithstanding anything to the contrary and unless notified otherwise by the GoS, all relevant provisions of the Stage One RFP Documents shall stand clarified and amended to the extent required to give effect to the response matters set out in this Queries & Responses Document.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of Volume 1 (Instruction to Bidders) of the Stage One RFP or, in case of queries related to the Stage One Draft Concession Agreement, the meaning ascribed thereto in the Stage One Draft Concession Agreement.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

QUERIES RAISED & RESPONSES

S. No.	TOPIC/REFERENCE	QUERY	RESPONSE
1.	Stage One RFP – Eligibility Criteria	<p>Net Worth</p> <p>As per most recent Financial Statement – PKR 6,000 Million</p> <p>Whether the most recent audited Financial Statement i.e. FYI 2016-2017 will suffice or average Net Worth of the last three years has to meet the above requirement.</p>	<p>The Net Worth Criteria will be satisfied with the most recent Financial Statements, which should be, at least, be from FY 2016-2017.</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

2.	<p>Average Annual Turnover for last 3 Years is required to be PKR 6,000 Million.</p> <p>AVERAGE ANNUAL TURNOVER</p> <p>The EPC Contractor shall have an average annual construction turnover for last three (03) years Rs. 5,000 MILLION</p> <p>Which of the above requirement is to be followed?</p> <p>NET WORTH</p> <p>Net Worth required shall be per last financial statement Rs. 2,000 MILLION</p> <p>There is an ambiguity in the requirement of Net Worth as on page 59 and 61, which one is to be adopted?</p>	<p>It is clarified that the two criterion listed in respect of the EPC Contract and the Bidder are separate.</p> <p>The criteria listed on page 59 pertains to the Bidder, and the criteria listed on page 61 relates strictly to the EPC Contractor.</p> <p>In case the Bidder is also the EPC Contractor, it will have to satisfy both criterion on page 59 and page 61.</p>
3.	<p>In the Terms of Reference Section:</p> <p>04, Sub-section 4.3.1 (C) you have mentioned debt to equity ratio to be 50:50 whereas we believe infrastructure project are allowed 80:20 Debt: Equity Ratio.</p> <p>Also, you cannot Cap GoS equity at Rs. 8Bn. GoS equity will be what is determined i.e. 49% of the total equity keeping the Debt/Equity Ratio at 80:20</p>	<p>The financial structure outlined within the Stage One RFP constitutes the proposed structure that is currently envisioned. However Bidders may propose alternate structures with detailed explanations and comments in Form J-9 (<i>Comments by Stage One Participants</i>) of the Stage One RFP.</p> <p>The Government of Sindh will consider such suggestions and may amend the Project structure, at their sole discretion, with the overall objective of</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

			improving bankability and the reduction in GoS financial support and/or contingent liability.
4.	<p>FINANCIAL CAPABILITY TOTAL POINT 50</p> <p>(A-1) Average Annual Construction Turnover for last three years of Rs. 6,000 Million</p> <p style="text-align: center;">MAX POINTS 3</p> <p>This is again non-conforming to the requirements of the same as indicated on page 59 & 61, clarification required</p> <p>(A-2) Net Worth TOTAL POINTS 20</p> <p>PKR 6,000 Million (excluding any surplus on revaluation) as presented in the most recent financial statement / wealth statement. MAX POINTS 5</p> <p>One (01) marks for each increment of PKR 1,000 Million.</p> <p>As per above requirement, the total Net Worth required to gain a score of 20 marks will be (6,000 + 15 x 1000) i.e. 21,000 Million</p> <p>Please Clarify.</p>	<p>There is a distinction to be drawn between Average Annual Construction Turnover listed on page 61 which is applicable to the nominated EPC Contractor and the Average Annual Turnover listed upon page 62 which pertains to the Bidder.</p> <p>The understanding outlined in respect of A-2 Net Worth is correct, the total Net Worth required to gain a score of 20 points shall be PKR 21,000 Million.</p>	
5.	<p>CONSTRUCTION CAPABILITY MAX. MARKS 50</p>	In order to achieve 10 points the Bidder needs to provide evidence of three projects each worth not less than PKR 2,500 Million, or less than three	



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		<p>B-1) Relevant Construction Experience MAX. POINTS 25</p> <p>10 points, for at least three projects each worth of PKR 2,500 Million (or higher) or less than three projects with a cumulative worth of PKR 7,500 Million (or higher)</p> <p>02 points for each additional project worth Rs. 750 Million or higher</p> <p>As per above requirement total of 03 projects worth Rs. 2,500 Million & less than three projects with a cumulative worth of PKR 7,500 Million (or higher)</p>	<p>projects with a cumulative value of PKR 7,500 Million.</p>
6.		<p>02 points for each additional projects worth Rs. 750 Million or higher</p> <p>To achieve the score of 25 marks, less 10 marks for achieving 7,500 Million, the balance 15 marks are to be disturbed for 07 to 08 projects worth Rs. 750 Million or above</p> <p>Please Clarify.</p>	<p>The understanding is correct.</p> <p>Please refer to Serial No. 2</p>
7.		<p>AVERAGE ANNUAL CONSTRUCTION TURNOVER MAX. MARKS 10</p> <p>Average Annual Construction Turnover for last 03 years Rs. 5,000 Million</p>	<p>Please refer to Serial No. 2</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		MAX POINTS 6	
		<p>One (01) mark for each increment of Rs. 500 Million</p> <p>To attain the score of 10, the bidder needs to have turnover of Rs. 5,000 Million plus 4x500 Million i.e. 7,000 Million.</p> <p>If a bidder in JV has already achieved the mark of 6,000 Million collectively as per requirements desired at page 59, 61 & 62, do they still need to have turnover above Rs. 6,000 to get the desired score.</p> <p>Please Clarify</p>	
8.		<p>PROJECT SCHEDULE (CONCESSION PERIOD)</p> <p>The Time Period provided for design, Planning & Surveys (120-10) day's i.e. 110 days for this huge Project is not convenient and may be increased to 180 days from the signing date.</p>	Not agreed.
9.		<p>PROJECT REPORT BASED ON PRELIMINARY DESIGN STUDIES (FOR REFERENCE PURPOSE ONLY)</p> <p>Volume 3, Project Report based on preliminary Design Studies, the bore-log data & hydraulic report has not been uploaded at Website.</p>	The Preliminary Design has been provided with the Stage One RFP. Bore-log data & hydrology report shall be provided to the Bidders prior to publishing the Stage Two RFP.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

10	<p>ANNEXURE-L: SCOPE OF WORK</p> <p>8.0: PROJECT COMPONENTS</p> <p>We presume the word 'arid' is an inadvertent mistake, it may be corrected as suits the word 'and ' there?</p>	Agreed.
11	<p>ANNEXURE-M: PROJECT LOCATION PLAN</p> <p>Plan at some location shows very narrow river stream. Please clarify how to accommodate the safe construction corridor while keeping the safe flow of flood discharge of the river and the profile to managing with the nearby intersections?</p>	<p>The Project Location Plan specified in the Stage One RFP is indicative only.</p> <p>The Concessionaire shall design the alignment in such a way that it ensures the requirement of the river hydrology is fulfilled.</p>
12	<p>ANNEXURE N: BENCHMARK TOLL REVENUE & RATES</p> <p>The toll rate for both the 2-Axle and 3-Axle Truck for Operation Year I has been fixed @ Rs.380. Since the 3-Axle truck has much high hauling capacity, hence the toll rate for 2-Axle Truck may be increased.</p>	The Toll Rates will be discussed in the next Pre-Bid Meeting.
13	<p>Firstly, we request for arranging the Site Visit with the Management Team for the bidders at convenient date</p>	Bidders are requested to provide dates at which they are able to conduct a Site Visit. The Government of Sindh shall arrange a visit accordingly.
14	<p>Please define minimum Right of Way / Right of Construction in the typical cross sections.</p>	The Construction Corridor shall vary with respect to the components of the Project Expressway.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

			For example Toll Plaza, Interchanges, Expressway etc. shall all have variable Construction Corridor limits.
15	Concession Agreement.	<p>SECTION 7.5 THE EPC CONTRACTOR & THE O&M CONTRACTOR</p> <p>The Concessionaire hereby undertakes that it shall;</p> <p>Ensure that the EPC contractor or the O&M Contractor perform their respective obligations in the same manner that the concessionaire is required to perform its obligations under this Agreement.</p> <p>Whether the EPC and O&M Contractor are separate Contractor or SPV has to perform as Contractor for both.</p>	The SPV will appoint such EPC Contractor and O&M Contractor as are identified in the Bid. The purpose of the clause is to ensure that the scope of work of the EPC Contractor and the O&M Contractors ensure compliance by the SPV/Concessionaire of its corresponding obligations in the Concession Agreement.
16		<p>CHANGE IN LAW SECTION 28.1 INCREASE IN COST</p> <p>If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds of PKR 5,000,000/- (Pak Rupees Five Million) in any Accounting Year (as determined by the Independent Auditor and the Independent Engineer), the Concessionaire may so Notify the GOS and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law</p>	<p>If as a result of a Change in Law the Concessionaire is adversely affected and suffers an increase in costs or reduction in net after-tax returns or other such financial burden, it shall initiate the process to remedy the adverse effect of such Change in Law.</p> <p>This process will be initiated by way of the Concessionaire communicating to the GoS, in writing, outlining the Change in Law and other relevant information. The determination of whether the Change in Law exceeds the threshold amount of PKR 5,000,000 will be done by the Independent</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		<p>resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than thirty (30) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement; provided, that if no agreement is reached within sixty (60) days of the aforesaid notice, the Concessionaire may by Notice to GOS (as certified by the Independent Engineer and the Independent Auditor) require the GOS to pay the Additional Costs (as determined and certified by the Independent Engineer and the Independent Auditor), and within thirty (30) days of receipt of such Notice, along with particulars thereof, the GOS shall pay the amount specified therein.</p> <p>The procedure for determining the increase / decrease in cost upto PKR 5,000,000/- (Pak Rupees Five Million) may please be inscribed.</p>	<p>Auditor and Independent Engineer. Such determinations will depend on the nature of the Change in Law at the discretion of the Independent Auditor and Independent Engineer.</p>
17		<p>INSURANCES</p> <p>PART –I CONSTRUCTION PERIOD INSURANCES As mutually agreed between the Parties prior to the Commencement Date.</p> <p>PART-II OPERATIONS PERIOD INSURANCE As mutually agreed between the Parties prior to the Commencement Date.</p>	<p>The Insurance coverages that will be required during the Construction Period and the Operations Period shall be notified upon finalization of the scope of the Project.</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		The coverage of Insurance Policies required i.e. CAR, TPL, Workmen Compensation, Force majeure etc. may be notified.	
18		<p>SCHEDULE J – SPECIFIED CONCESSIONAIRE PERMITS</p> <p>The Sixteen permits to be obtained by the concessionaire from various government entities. It is suggested that Government of Sindh should get these permit issued at their level.</p>	The permits specified within Schedule J are merely indicative at this point, to be further discussed in the pre-bid meeting.
19	RFP	Time Schedule for submission of bid stage one as well as stage two (Technical) is very short. It is not possible to carry out all detailed studies and design of different components within 3 weeks time. This is a mega project & will require at least one month extension for stage one & one month extension for stage two.	Time schedule for submission of Bids is locked, no change in these timelines are expected at this stage.
20	RFP	A new methodology has been created by introducing stage one (technical) by twisting SPPRA Rule 46 (3) and the consultant has been provided opportunity to get the relevant information on account of survey & design etc of different components including Road, Bridge/Interchanges & drainage structures from the Bidders which should have been provided by the consultant. This practice will discourage the intending Bidders.	<p>Bidders are provided with typical preliminary design, bore-log data, hydrology report, project scope, design requirement and design criteria (refer to Annexure L of the Stage One RFP and Schedule A and Schedule B of the Stage One Draft Concession Agreement).</p> <p>Unwarranted and irrelevant comments on the interpretation of laws and ethos are vehemently denied and discouraged.</p>



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

21	RFP	This project has been initiated in hasty manner without even considering the main structure/components falling in the alignment. Annexure L (Scope of Work) identifies only 7 intersections/interchanges/ A bridge of about 200 meters will have to be constructed on Thaddo Nalla at the inter-connecting point of Thaddo Nalla with Malir River, if expressway is constructed on right bank of Malir River.	It is confirmed that there will be a cross drainage structure on Thaddo Nalla. Further it is clarified that 6 interchanges have been proposed in this Stage One RFP. Unwarranted and irrelevant comments on the process are vehemently denies and discouraged.
22	RFP	Project components shown at Annexure L do not carry any details of existing I & J Spurs along the Malir Bund. In case of acquiring the ROW within the river bed all these spurs will have to be constructed again after proper design. It may be necessary to increase the number of existing spurs from 8-10 or 12 after proper model study or design of embankment of existing bund.	Noted.
23	RFP	Most of the road alignment beyond the Quaid Abad Bridge does not have any embankment. A huge amount will be required to construct the protection work including construction of embankment, hudge quantity of stone pitching & aprons & river protection works which can increase the cost of project beyond the expectations.	Noted. However it is clarified that the final Technical parameters in respect of this Project will be locked at time of issuance of the Stage Two RFP.
24	RFP	Two main components i.e Greater Karachi water supply conduit & main gas supply line for Karachi will cross the alignment of the Expressway. Necessary N.O.C & other protection works will have to be provided as per requirement of concerned departments.	Noted. GoS will be responsible procuring of the relevant NOC's.
25	RFP	Investment Equity is reduced from 26% to 21% and GoS equity may be reduced to 19% and the debt be increased from 50% to 60%.	Please refer to Serial No. 3.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

26	RFP	The project should have been on annuity basis & not on toll collection basis.	Please refer to Serial No. 3.
27	RFP	The toll revenue generation shown in the RFP is on the higher side in light of non-availability of actual traffic count.	One of the proposed bid evaluation criteria was discount on Benchmark Revenue, i.e. the bidder offering the discount on the Benchmark Revenue will be obtaining higher weighted score. However, the GoS, at its sole discretion, may reduce the Benchmark Revenue. Further, please refer to Serial No. 40.
28	General	Kindly advice if a Foreign Company registered with PEC is allowed to participate as a Single Entity.	Yes, a foreign company registered with the PEC may participate as a Single Entity, provided it is able to fulfil all the relevant requirements outlined in the RFP Documents.
29	General	It is requested that WORD format of all the Annexure and Forms may be issued to avoid typo mistake and convenience please.	M/S Word versions can be provided.
30	RFP – Page 3&4 Time Line Schedule	As compared to the input required for this EPC, BOT project the time line given is too tight. It is requested to review the same. Submission date for Stage 1 proposal given as 20 th March may kindly be extended by at least TWO month to read 20 th May.	Timelines for Bid Submission in respect of the Stage One Technical Proposal is not expected to be extended at this stage.
31	RFP – Page 17 of Glossary & Page 22	It is requested to upload Volume 3: Project Report based on Preliminary Studies containing; (a) Hydrology Report and (b) Soil & Geotechnical studies on the “pppunitsindh.gov.pk” website please.	Please refer to Serial No. 7.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

	Section 1, Sub-paragraph 1.3.1		
32	RFP – Page 40, Sec 2.6.11 Scoring Criteria	Kindly confirm that the Instructions pertaining to Stage Two but given in this RFP are for info only as it is indicated that another RFP will be issued in due course of time for Stage Two.	The understanding it correct.
33	RFP – Sec – 3, 3.1.1.d & Form J-3 Financial Situation	According to sub paragraph 3.1.1 (d) Five (5) years Audit Reports are to be provided, whereas Notes under Form J-3 require three (3) years financial supporting documents. Kindly clarify which is to be followed.	It is clarified that three years (03) Financial Statements have to be provided to satisfy the criteria.
34	RFP – Page 47, Sec 3.2, Bid Security as 1% of Pre-Estimated Project Cost	It is requested that the Bid Security to be submitted Stage-2, may kindly be declared as a FIXED amount instead of in %age as the reverse calculation will jeopardize the spirit of confidentiality of an individual Bid Price.	As per the Applicable Laws, Bid Security and Performance Security for projects implemented under the PPP Mode have to be calculated as a percentage of the Bid Price. However the query is acknowledged and shall be addressed in due course.
35	RFP	Bid Security may not be more than Rs. 50 Million	Please refer to Serial No. 34.
36	RFP	Performance Security may not be more than Rs. 200 Million	Please refer to Serial No. 34.
37	RFP	In order to mitigate the risk of loss in revenue generation from toll and to facilitate the private partner, the limit of loss bearing may be capped to a certain limit as financial institutions will require very huge securities from developers/contractors. This may lead to very huge bid price or otherwise this will restrict many competitive bidders from bidding.	Please refer to Serial No.3.
38	RFP	The Employer may determine for each Bid the evaluated bidder and comparison proposes only. However, the	The query is unclear. Please elaborate.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		submitted Bid Price will prevail for the award consideration.	
39	RFP	Can a contractor add another Interchange at location of his choice on later stage at his own cost?	Yes. Interchanges can be added into the scope of the Project at the Concessionaire's discretion and own cost.
40	-	For any meaningful participation it is evident that Government of Sindh has to provide significant credible information with respect to traffic studies, right of way, land acquisition, etc. Otherwise the studies will have to be done by the bidder. It is customary the bidder would only undertake such studies once there is a firm commitment in place. Therefore we would strongly recommend that this is undertaken and shared by the government's side to be able to fairly compare the corresponding responses.	For Projects in which demand risk is transferred to the Bidders, the Bidders are expected to carry out their own traffic studies to ascertain the level of risk they may have. This practice has been followed in other precedent projects.
41	-	Given the stage and manner in which this process is made to commence it may not be very appropriate to give weightage to those bidders who undertake such studies on their own because it will cause unnecessary repetition of work leading to the exercise, and it will result in a less efficient response from the bidders and a confused evaluation at your end.	Every Bidder shall carry out their own studies, since, ultimately the Preferred Bidder shall not be obligated to rely upon a study conducted by another party.
42	-	Most importantly, we would like to highlight that the project type/scale this RFP envisions has not been done in Sindh and there are not too many situations in which such projects have been done in Pakistan either. It is evident that the international bidder who is willing to commit its resources is not expected to have a past record and/or registration in Pakistan.	It is clarified that International Bidders will not be expected to have a past record of experience within Pakistan. However Bidders will be required to fulfil the requisite PEC requirements to undertake works within Pakistan.



**MALIR EXPRESSWAY PROJECT
RESPONSES TO QUERIES RAISED DURING AND SUBSEQUENT TO THE
PRE-BID MEETING HELD ON FEBRUARY 22, 2018**

		Accordingly, we would recommend that the criteria for pre-qualification should enable international bidders to qualify having no past record and/or registration in Pakistan.	
43	-	Likewise the obligation of a PEC registration should not be mandatory at the stage of bidding but instead an undertaking to register the contractor with PEC within a finite timeline once the bid is declared successful should be recognized as valid.	No change required.