

Corrigendum
To
Tender Documents
for
Purchase of Vehicle to be Scrapped/ Dismantled
Under Bus Industry Restructuring Program in
Peshawar BRT

Corrigendum is affected in response to pre-bid meeting held on April 12, 2022. The corrigendum will supersede and become integral part of original RFP.

Date: 14.04.2022

Tender means the bid submitted by a Contractor for the provision of the Required Services.

Tender Submission Date means the date specified as such in paragraph 4.1.2.

Required Services has the meaning given to it in the Agreement.

Agreement means the contract to be entered into between TransPeshawar Company and a Winning contractor and attached with this tender document.

Subcontractor means an entity which may be engaged by a Winning Contractor to undertake some of the Required Services.

TransPeshawar (The Urban Mobility Company) or "TransPeshawar Company" or "Employer" means a Public Limited Company registered under Section 42 on February 09, 2017 with Security Exchange Commission of Pakistan having a registered office at TransPeshawar (The Urban Mobility Company), Ali Tower, Second Floor, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.

SECTION 2 –NOTICE

2.1 Introduction

2.1.1 This Tender Document is uploaded on ~~KPPRA~~ and TransPeshawar websites solely for use in preparing and submitting a Tender in a competitive tender to procure the Required Services.

2.1.2 This Tender Document is being uploaded on above mentioned websites by TransPeshawar Company, a public agency under the Government of Khyber Pakhtunkhwa.

2.2 Disclaimer

2.2.1 No employees or consultants of TransPeshawar Company:

(a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this Tender Documents or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this Tender Documents or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of this tender; or

(b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this Tender Documents or otherwise in connection with the project.

2.2.2 The Tender Documents does not constitute a solicitation to invest or otherwise participate in the assignment.

2.2.3 The Bidding Process is conducted through the procedures specified in this Tender Documents, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014.

- 2.2.4 The issuance of this Tender Documents does not imply that TransPeshawar Company is bound to appoint a Winning Contractor or enter into an Agreement. TransPeshawar Company reserves the right to reject all or any of the Tenders received or otherwise discontinue the Bidding Process at any time.

SECTION 3 – Purchase of Vehicle to be Scrapped/ Dismantled Under Bus Industry Restructuring Program in Peshawar BRT

3.1 Scope of Services/ Required Services

Detailed scope of Services is mentioned in Required Services (**Appendix-B**) and broadly involves ~~maintenance services in corridor and stations~~, disposing of and scraping/dismantling of obsolete fleet of old public transport vehicles in custody of TPC as per terms and condition of the Agreement.

SECTION 4 - BIDDING PROCESS

4.1 Planning

- 4.1.1 The Bidding shall be carried out in accordance with Single Stage – Single Envelope process.

- 4.1.2 The indicative overall planning for the Bidding Process is presented below:

Milestone	Party Responsible	Target Date
Issuance of Tender Documents	TransPeshawar Company	02.04.2022
Pre-Bid Meeting	TransPeshawar Company	12.04.2022 11:30 AM
Upload of Pre-Bid Minutes on websites of TransPeshawar	TransPeshawar Company	13.04.2022
Tender Submission Deadline	Contractor	21.04.2022 11:30 AM
Notification of the Results of the Evaluation and Appointment of Winning Contractor	TransPeshawar Company	Tentatively in May, 2022
Signing Date of Agreement and Compliance with other Requirements	Winning Contractor and TransPeshawar Company	Tentatively in May, 2022

- 4.8.2 In the event of a withdrawal by a Winning Contractor, TransPeshawar Company may invite the next Contractor to conclude an Agreement for the Required Services.
- 4.8.3 If a Contractor which was invited by TransPeshawar Company to sign an Agreement withdraws from the Bidding Process, the Bid Bond of the said Contractor shall be called by TransPeshawar Company.

SECTION 5 – INSTRUCTIONS TO CONTRACTORS

5.1 General Terms

- 5.1.1 All elements of the Tender containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 5.1.2 All documents forming part of the Tender must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarised translation.

5.2 Tender Package

- 5.2.1 The Tender must be submitted in a master envelope containing all documents in single envelope.
- 5.2.2 The master envelope must be properly sealed and must be marked with:
- (a) The name and the address of the Contractor;
 - (b) The address of TransPeshawar Company as indicated in paragraph 5.3.1;
 - (c) The warning: "Do not open before <insert Tender Submission Deadline>";
 - (d) The wording: "Master envelope – "Tender Documents for Purchase of Vehicles to Scrapped/ Dismantle Under Bus Industry Restructuring Program in Peshawar BRT".
- 5.2.3 In the event of any discrepancy between integer and words, the later shall prevail.

5.3 Submission of Tender

- 5.3.1 The Tender must be delivered to TransPeshawar Company on or before the Submission Date and time (**April 21, 2022 at 11:30 AM PST**) at the following address:
- Attention: Mr. Fayyaz Khan, Chief Executive Officer, TransPeshawar Company.
- Address: TransPeshawar (The Urban Mobility Company), ~~Second Floor, Ali Tower, University Road~~, 1st Floor, TransPeshawar Head Office, Opposite NHA Complex, Main BRT Depot, Chamkani, Peshawar, KPK, Pakistan.
- 5.3.2 The Tender must be submitted in person or via registered post mail or via courier, in closed envelopes. The Tender shall be considered submitted upon physical

Vehicle Purchase to Scrap/ Dismantle Agreement

between

TransPeshawar (The Urban Mobility Company)

and

(Name of Scrapping Company/Firm/Individual)

Date: April 02, 2022

change the financial accordance with the Agreement or vary the scope of Services as a result of the Change in Law shall be adjusted with mutual consent of the parties.

16. Confidentiality

That, Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall ensure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.

Notwithstanding a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause.

Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party. The Contractor shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of TPC.

17. Severance

That, in the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

18. Addresses and notices

The Parties choose for the purposes of this Agreement the following addresses:

~~19.1.~~ 18.1. TPC: TransPeshawar (The Urban Mobility Company), ~~Ali Tower, Second floor, University Road,~~ 1st Floor, TransPeshawar Head Office, Opposite NHA Complex, Main BRT Depot, Chamkani, Peshawar, KPK, Pakistan.

ANNEX A

Definitions and Interpretations

1. **Commencement Date** means Notice issued by TransPeshawar to submit advance **fee consideration** and start services in accordance with the Agreement.
2. **Conditions precedent**, means hereby those preconditions to be met by the contractor/ Second Party of the agreement, before starting functions/ works or activities of scraping and dismantling under this agreement.
3. **Charge sheet** means any breach committed by Second Party in violating the terms of this agreement where the First Party would have the right to claim compensation and penalty.
4. **Effective date** means the date from which the effect or execution of agreement starts until its end.
5. **Prohibited Act**, means offences mentioned in Pakistan Panel Code or any applicable laws whether special or general.
6. **Standard procedure** means the process of scraping and dismantling under a proper line up by taking care of individual safety, environment protection, and the surroundings.
7. **Scrap/ Dismantle** means to dispose of the vehicle into unusable parts, for the purpose not to be reused or reassembled for transport purpose in accordance with the approved procedure.
8. **Vehicles** means fleet of old public transport system running on the routes Peshawar BRT system and to be scrapped.