

Addendum

For

REQUEST FOR PROPOSALS (RFP)

for

Electrical, Mechanical and Civil Works Maintenance Services in Peshawar BRT System (Expansion Joints)

Tender No. TPC/Operations/Services/PQ/ExJ/2022-23/004

Note: An Addendum is issued in response to pre-bid meeting held on August 25, 2022. Th shall supersede and become integral part of the original document.

Date: 30-08-2022

SECTION 7 - EVALUATION

7.1 **Responsiveness Criteria**

- 7.1.1 Prior to evaluation of Proposals, TransPeshawar Company shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Proposal is received by the Proposal Submission Deadline;
 - (b) the Proposal contains all the information (complete in all respects) as requested pursuant to this RFP;
 - (c) Provide all information mentioned in Clause 7.2.1 and
 - (d) the Proposal does not contain any condition or qualification(s).
- 7.1.2 TransPeshawar Company reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by TransPeshawar Company in respect of such Proposal.
- 7.1.3 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid as independent or as a member in Joint Venture will be disqualified for the respective bid.

7.2 **Evaluation Criteria**

- 7.2.1 All Service providers meeting the following criteria will be considered as technically qualified for consideration of financial offer. The service providers shall submit the supporting documents accordingly:
 - i. Registered with FBR for Income and Sales Tax and reflected on active tax payer list of FBR. In case of Consortium/JV, applicable to all members;
 - ii. Registration with KPRA for sales tax on services. In case of Consortium/JV, applicable to all members;
 - iii. Valid certificate of registration with PEC. In case of Consortium/JV, applicable to Lead member;
 - iv. Bidder shall submit technical document /brochure of the proposed expansion joint. Documents shall comply with Operational Specification Schedule;
 - v. Audited financial statements for year 2019, 2020, 2021 if the bidder is a company registered with SECP or AOP along with income tax returns for the same years. In case the bidder is an individual/sole proprietor bank statement along with income tax return for the year 2019, 2020, 2021 are mandatory;

ANNEX B

OPERATIONAL SPECIFICATIONS SCHEDULE

SERVICE PROVIDER FOR MAINTENANCE OF ELECTRICAL, MECHANICAL AND CIVIL WORKS IN PESHAWAR BRT SYSTEM

This Operational Specification Schedules specify the maintenance obligations of Works as detailed below in this Operational Specification Schedule, BOQ, Agreement and annexures to the Agreement.

The jobs are lump sum and additional non-BOQ costs should be not be paid separately and should be made part of the bid. The details of these Works are provided in following Annexures:

1. Particular Condition from Contract

- 1.1 The Service Provider should submit details plan within 15 days after contract signing for completion of all activities under the Agreement mentioning days in which each activity will be completed, along with nominated qualified focal person.
- 1.2 In accordance with Clause 2.2.2 of the Agreement, the Term of Contract is 06 months.
- 1.3 In accordance with Clause 3.1 of the Agreement, the amount of Performance Guarantee is PKR 800,000/-.
- 1.4 In accordance with Clause 6.1 of the Agreement, the Defect Liability Period is 01 years.
- 1.5 In accordance with Clause 15.1, TPC should be allow Service Provider to use only electricity (from pole lights or station lights or others) and use station water for Work. In such situation, Service Provider should get permission letter from TPC and TPC should be deduct 10,000/- per month per station as an electricity and water bill regardless the electricity/water is being used or not.
- 1.6 In accordance with Clause 18.6 of the Agreement, the maximum amount of Liquidated damages that can be imposed are 10 % as per milestone payment for specific activity or 10 % of the Agreement price in case of delay beyond the Term.
- 1.7 In accordance with Clause 19.2.3 of the Agreement, the Service Provider should be removed from the Prequalified list notified by TPC if the Service Provider fails to complete the Works within 3 Months after expiry of Contract and 10 % liquidated damages are exhausted.

2 SPECIAL CONSTRAINTS RELATED TO WORKS

2.1 Corridor and Stations are utilised for bus operation during the day time. The Service Provider should execute all works during non-operation times i.e., from 11:00 PM to 5:00 AM except otherwise allowed by TPC. The resources of Service Provider and associated costs should be calculated based on availability of 6 hours per day for execution of Works.