

Bid Solicitation Document for

Supply, Installation, Testing and Commissioning of Transmitters for Platform Screen Doors Installed in BRT Bus Stations

Procurement Title	Supply, Installation, Testing and Commissioning of RF Transmitter for Platform Screen Doors Installed in BRT Bus Stations		
Tender Ref. No.	TPC/OPS/G/TMPSD/2022-23/008		
Bid Security	Two (02) % of bid price in Pak Rupees in shape of Call Deposit Receipt (CDR) or Pay order or DD from a scheduled bank of Pakistan in the name of Chief Executive Officer, TransPeshawar (The Urban Mobility Company). The bid security shall be submitted from the account of the bidder who submits the bid. A bid not accompanied by compliant bid security shall be rejected as non-responsive.		
Performance Security	The successful Bidder shall be required to provide a performance security in PKR to the amount of ten (10) % of the contract price, in form of CDR/DD or Bank Guarantee as prescribed, at the option of bidder, from a scheduled bank of Pakistan, within seven (07) days of issuance of Purchase Order.		
Date of Ivitation for Bids	November 17, 2022		
Deadline for Submission of Bids	December 02, 2022 at 11:30 AM (PST).		
Opening of Bids	December 02, 2022 at 11:45 AM (PST).		

- 1. The TransPeshawar (The Urban Mobility Company) (hereinafter called "the Purchaser") hereby requests Sole Proprietors /AoP /Firms /Companies /General Order Distributors/ Suppliers, Manufacturer, or Contractors registered with income tax and sales tax and reflected on Active Tax payer list of FBR to submit price Bids for **Supply, Installation, Testing and Commissioning of RF Transmitter for Platform Screen Doors Installed in BRT-Bus Stations** (hereinafter called Good and Allied Services). Following is the mandatory qualifications requirement to be fulfilled by the bidder. The supporting evidence shall be attached accordingly along with Form of Bid.
 - i. Sole Proprietors /AoP /Firm /Company /General Order Distributor/ Supplier/ Manufacturer, or Contractors:
 - ii. Registration with income and sales tax and reflected on active tax payer list of FBR;
 - iii. Submission of requisite Bid Security:
 - iv. Compliance with technical specifications as stipulated **(Appendix-I)**. (Attached technical documentation and/or catalog and/or broacher of the proposed Brand and demonstrate its compatibility with **Manusa Make** Platform Screen Doors)

If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your price Bid we enclose the necessary technical specifications, required services and quantities as **(Appendix-I)**.

- 2. You must bid for complete supply of Goods and Allied Services under this procurement. Price Bids will be evaluated for complete supply of Goods and Allied Services and the contract awarded to the bidder offering the lowest evaluated total cost for supply of Goods and Allied Services.
- 3. You shall submit one original of the Price Bid in separate sealed envelope and clearly marked as "Original". In addition, you shall also submit one copy in separate sealed envelope and marked as "COPY". Both original and copy shall be enclosed in an outer sealed envelope. All envelopes shall bear the name of bidder and the Purchaser along with indication of the procurement to be undertaken. In case of any discrepancy between the Original and Copy, the original shall prevail. Your Bid shall be addressed and delivered to the following address:

Purchaser's Address

: Chief Executive Officer TransPeshawar First (1st) Floor KPUMA Building Main BRT Depot, Opposite NHA Complex Chamkani, Peshawar.

- 4. Your Bid written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for quoted Goods and Allied Services.
- 5. The deadline for receipt of your Bids by the Purchaser at the address indicated in Paragraph 3 is: **December 02, 2022 at 11:30 AM (PST).**
- 6. You shall submit only one Bid for supply of Goods and Allied Services indicated in **Appendix-I**. Your Bids must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Bid, your Bid will not be considered further.
- 7. Your Bid should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply of Good and Allied Services is an integral part of the Contract:
 - i. <u>PRICES:</u> The prices shall be quoted for complete supply of Goods and Allied Services in Pak Rupees inclusive of all taxes.

- ii. <u>EVALUATION OF BIDSS:</u> Offers determined to be substantially responsive to the technical specifications and qualification requirements shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material omissions, deviations or reservations to the terms, conditions, and specifications stipulated in bid solicitation documets, and it will not be considered further. In evaluating the Bids, the Purchaser will adjust for any arithmetical errors as follows:
 - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- iii. <u>AWARD OF CONTRACT.</u> The award will be made to the substantially responsive bidder offering the lowest evaluated price. The bidder whose Bids has been accepted will be notified of the award of contract through Purchase Order issued by the Purchaser within period of bid validity. The successful bidder will sign a Contract as per attached form of contract and terms and conditions for Supply of Goods and Allied Services.
- iv. <u>VALIDITY OF THE OFFER:</u> Bids should be valid for a period of sixty (60) days from the deadline for receipt of Bids indicated in Paragraph 5 of Bid Solicitation Documents.

v. BID SECURITY:

- (a) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids;
- (b) Bid security of the unsuccessful bidders will be released as promptly as possible;
- (c) Bid security of the successful bidder will be returned once the successful bidder signed the contract and furnished the required performance security.
- (d) The Bid security shall be forfeited:
 - If a bidder withdraws his bid during the period of bid validity; or
 - If a bidder doesn't accept the correction of his bid price as stipulated above; or
- (e) In the case of a successful bidder, if he fails to:
 - Furnish the requisite performance security;
 - Sign the contract agreement as stipulated.

vi. Performance Security

- (a) Failure of the successful Bidder to submit the above-mentioned performance security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security;
- (b) Performance security shall remain valid throughout the performance of the contract including warranty obligations and will be released as promptly as possible after successful completion of the contract in accordance with stipulated terms and conditions;
- (c) Performance security may be forfeited, fully or partially, if the contractor failed to deliver in accordance with the terms and conditions of the contract.
- 8. Further information can be obtained from:

E-mail: fayyaz.khan@transpeshawar.pk, khalil.ahmed@transpeshawar.pk; yousaf.bilal@transpeshawar.pk

FORM OF BID

To:

Fayyaz Ahmad Khan, Chief Executive Officer TransPeshawar (The Urban Mobility Company), First (1st) Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Chamkani, Peshawar.

We offer to execute the **Supply, Installation, Testing and Commissioning of RF Transmitter for Platform Screen Doors Installed in BRT Bus Stations**, Ref. No. TPC/OPS/G/TMPSD/2022-23/008 in accordance with the Terms and Conditions for Supply Goods and Allied Services accompanying this Bid at a Bid Price of ------ (amount in words and figures) (Inclusive of Taxes). We propose to complete the delivery of Goods and Allied Services under the Contract within the delivery time stipulated in the contract.

Sr No	Description of Goods and Allied Services	Unit.	Qty.	Unit Price (PKR) (Inclusive of Taxes)	Total Price (PKR) (Inclusive of Taxes)
1	Supply, Installation, Testing and Commissioning of RF Transmitter for Platform Screen Doors Installed in BRT-Bus Stations as stipulated in Appendix-I.	No	92		
Bid Price (Inclusive of Taxes)					

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Validity of the Offer and warranty obligations imposed by the Bid Solicitation Document and the Terms and Conditions for Supply of Goods and Allied Services.

We have not been associated with the firm that prepared the specifications of the contract that is subject of this procurement.

Authorized Signature:		
Name and Title of Signatory		
Name of Supplier:		
Address :		
Phone Number:		
Fax Number, if any		
Email address (optional)		

FORM OF CONTRACT

Chi on	ief Exe	cutive Officer TransPeshawar (The U e part and	PSD/2022-23/008 made on,, Irban Mobility Company) (hereinafter called 'ti	the Purchaser")
WH RF viz. Ins	HEREA Transi Suppl talled i	S the Purchaser has requested Bids mitter for Platform Screen Doors In y, Installation, Testing and Comm n BRT Bus Stations, (hereinafter c	for Supply, Installation, Testing and Comnstalled in BRT Bus Stations, to be provide issioning of RF Transmitter for Platform alled "Contract") and has accepted the Bid bunder Contract at a sum of (amount in word)	ed by Supplier, Screen Doors by the Supplier
NO	W THI	S AGREEMENT WITNESSETH AS	FOLLOWS:	
1.	The fo	llowing documents shall be deemed	to form and be read and construed as part	of this Contract,
	a)	Form of Contract;		
	b)	Purchase Order;		
	c)	Form of Financial Offer;		
	d)	Terms and Conditions for Supply of	of Goods and Allied Services;	
	e)	Bid Solicitation Documents;		
	f)	Schedule of Supply (Appendix-I);		
	g)	Addendum (if applicable).		
2.	the Si		by the Purchaser to the Supplier as hereing ent with the Purchaser to execute and comp and conditions of the Contract.	
3.	and A		n consideration of the acceptance of Contract, the Contract Price in accordance with Payr	
	WITNE icated a		executed the Contract under the laws of Paki	stan on the date
		e and seal of the Purchaser: on behalf of	Signature and seal of the Supplier: For and on behalf of	
N	ame of	Authorized Representative	Name of Authorized Representative	

TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND ALLIED SERVICES

Purchaser: TransPeshawar (The Urban Mobility Company)

Procurement Title: Supply, Installation, Testing and Commissioning of RF Transmitter for Platform

Screen Doors Installed in BRT Bus Stations (hereinafter called "the Goods and

Allied Services").

Supplier:

1. <u>Schedules for Supply and undertaking of Allied Services:</u>

S#	Discription	Quantity	Schdule
1.	Supply, Installation, Testing and Commissioning of RF Transmitter for Platform Screen Doors Installed in BRT Bus Stations	92	Supply of Goods and Allied Services shall be completed with in fourty-five (45) days after signing of contract. Installation, testing and commissioning of RF Transmitter for PSD for two No. of buses shall be completed within two weeks of signing of Contract for operationalization and practical demonstration of its compatibility and funtionality with Manusa Make . The rest will be completed in remaining number of days as stipulated above after acceptance of two number of installed transmitters by the Purchaser. The remaing number of days will commence once the Purchaser issues acceptance for the two installed RF Transmitter as stipulated.

- 2. <u>Fixed Price:</u> The prices indicated in the Form of Bid shall be firm and fixed and not subject to any adjustment during performance of the contract.
- 3. Delivery: The Supplier shall complete the delivery as per above stated schedule.
- 4. <u>Insurance:</u> The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.
- 5. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940 of Pakistan.
- 7. <u>Delivery and Documents</u>: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;

- (ii) Delivery Note;
- (iii) Manufacturer or Supplier warranty Certificate.
- 8. <u>Payment:</u> Payment shall be made in Pak Rupees and as per below milestones achievement:
 - <u>i-</u> 20% of the bid amount shall be paid on supply, installation, testing and commissioning of two (02) number of RF Transmitter for PSD in two (02) No. of Buses totally in conformance with provisions of the Contract.
 - ii- 70 % of the bid amount shall be paid on the supply, installation, testing and commissioning of remaining ninety (90) number of RF Transmitter for PSD in relevant buses totally in conformance with provisions of the Contract.
 - iii10% of the bid amount shall be paid after final acceptance of all the Goods and Allied Services by the Purchaser totally in conformance with provisions of the Contract.
- 9. Performance Security: Performance security in PKR to the amount of ten (10%) of contract price in shape of CDR/DD or Bank Guarantee, on a format as prescribed by the Purchaser, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan shall be provided to the Purchaser within seven (07) days of issuance of Purchase Order. Performance security shall remain valid throughout currency of the Contract including warranty obligation and will be released twenty-eight (28) after completion of the Contract including warranty obligations and subject to satisfactory performance.

Performance security will be forfeited if the Supplier defaults under the Contract. After successful supply of Goods and Allied Services and final acceptance by the Purchaser, the performance security shall be reduced to (05%) percent of the Contract price to cover the Supplier's warranty obligations under the Contract.

10. <u>Force Majeure:</u> The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

- 11. <u>Liquidated Damages:</u> Except as provided under Clause 10 above, if the Supplier fails to supply any or all of the Goods or perform the Allied Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05% of the Contract Price for each day of delay until actual supply or performance, up to a maximum deduction of the 10% of Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract.
- 12. <u>Warranty</u>: Goods offered should be covered by manufacturers or supplier warranty for at least 12 months from the date of installation and acceptance by the Purchaser.
- 13. <u>Defects:</u> All defects arising during warranty period will be corrected at the risk and cost of the Supplier. Payment shall be deducted/withhold partially or fully if defect is not removed to the satisfaction of the Purchaser apart from other remedies provided for under the Contract.

14. Scope of Supply:

The scope of supply shall be as stipulated in schedule of supply attached as **Appendix-I** to the bid solicitation documents. The Scope of Supply shall however, include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Supply of Goods and Allied Services as if such items were expressly mentioned in the Contract.

- 15. <u>Amendment:</u> No modification, amendment, addendum or variation to the Contract shall be effective or binding, unless it (i) is made in writing; and (ii) expressly sets out the modification, amendment, addendum or variation to the agreement; and (iii) refers to the Contract; and (iv) is signed and dated by an authorized representative of Purchaser and Supplier.
- 16. Extension of Time: If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely supply of the Goods or completion of Allied Services in accordance with the Contract, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided above, a delay by the Supplier in the performance of its obligations under the Contract shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon in accordance with the Contract.

Appendix-I

Schedule of Supply

The RF Transmitter are required to be installed and operated from the bus for the controlling **Manusa Make** Platform Screen Doors installed at BRT Bus stations. The function of the RF Transmitter is to generate and transmit a signal which should be received and processed by the sensor installed at the Bus-bay at the station to operate the PSD (Opening and closing). The Transmitter will generate the signal through pushing the Push button located at the Bus Dashboard. The Push Button shall be operated by Bus Driver upon approaching the Station Bay. The for supply of Goods and Allied Services included by but not limited to:

- 1- The total quantity of RF transmitter is ninety-two (92).
- 2- The RF transmitter shall be Active Type 24VDC operated and capable of Transmitting 433MHz Frequency.
- 3- All the RF Transmitters shall be installed inside the buses as per the existing locations or as identified by the Purchaser.
- 4- The RF Transmitters shall be fixed proper on the location to avoid falling due to bus movements. All the nuts, bolts, screws, connector shall be included in the scope for supply of Goods and allied services without any additional cost.
- 5- The RF Transmitters shall be connected to DC power source of the buses for operation. The Power Connection Point shall be provided by the Purchaser. The Connection cable from that point to the Transmitter shall be the responsibility of the bidder.
- 6- The RF Transmitters shall be connected to the Bus Door's controlling button in the dashboard accessible to the driver for operation.
- 7- All the cables and accessories required for connection with the DC power source and dashboard button shall be the bidder's responsibility.
- 8- The RF Transmitter shall be fully integrated with bus door controller, existing sensor on the bay, PSD controller and any other equipment required for successful operation.
- 9- Any software integration, Interfacing or modification required in Bus, PDS controller or sensor for the intended purpose shall be the responsibility of bidder.
- 10- The bidder shall initially install two number of the RF Transmitter inside the buses to check the conformance of the functionality by TPC. Once the installed RF Transmitter are successfully tested (for at least one week) and accepted by TPC, the Bidder shall be allowed to proceed for the installation of remaining RF Transmitters. The rest will be completed in remaining number of days as stipulated in term and conditions for Supply of Goods and Allied Services after acceptance of two number of installed transmitters by the Purchaser.