



TransPeshawar - The Urban Mobility Company

Bid Solicitation Document

For Provision of Internet Services for TransPeshawar Office at Chamkani

Procurement Title	Provision of Internet Services for TransPeshawar Office at Chamkani
Source of Funding	Government of KP
Tender Ref. No.	TPC/IT/OCB/IS/2023-24/001
Bid Security	Bid Security shall be two (2%) of the total bid price (Contract Price) submitted in shape of CDR from a scheduled bank of Pakistan in the name of the Chief Executive Officer, TransPeshawar (The Urban Mobility Company). The bid security shall be submitted from the bank account of service provider.
Performance Security	The successful bidder shall be required to provide performance security to the amount of Ten (10%) of the Contract Price from a scheduled bank of Pakistan in form of bank guarantee or Call Deposit Receipt (CDR) within fourteen (14) days of issuance of Letter of Acceptance. Performance Security shall remain valid throughout the execution of the contract and until 28 days after completion of the Contract.
Date of this Request	August 12, 2023
Deadline for Submission of Quotations	02:30 PM August 28, 2023
Opening of Quotation	02:45 PM August 28, 2023

To:

Dear Sir,

1. CEO TransPeshawar (Purchaser), hereby issues this Bid Solicitation Document for "Provision of Internet Services for TransPeshawar Office at Chamkani" (the Services).

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 bid we enclose the necessary technical requirements as (Appendix-I).

2. You must quote for complete scope of the Services under this request. Price quotations will be evaluated for the complete scope of the Services and contract awarded to the firm offering the lowest evaluated total cost of the Services.
3. You shall submit one original of the Price Quotation with the Form of Bid along with the documents mentioned under Paragraph 6 (iii) below as "Technical Requirements" and clearly marked "**Original**". In addition, you shall also submit one copy marked as "**COPY**". In case of any discrepancy between the Original and Copy, the original shall prevail. Your bid in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address: Chief Executive Officer
1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA
Complex, GT Road, Chamkani, Peshawar KPK, Pakistan
Telephone: +92-91-2621393-5

4. Your bid in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for the proposed supply of services.
5. You shall submit only one set of bid for the Services. Your bid 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.
6. 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 is an integral part of the Contract.
 - i. **PRICES:** The prices shall be quoted in PKR for complete supply of the Services including applicable taxes.
 - ii. **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical requirements will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, specifications and technical requirements in this Bid Solicitation Document, and it will not be considered further. The Purchaser will evaluate and compare only the bid determined to be substantially responsive. 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 there 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.

- (c) If a Supplier refuses to accept the correction, his bid will be rejected and shall be subject to forfeiture of bid security.

iii. TECHNICAL REQUIREMENT:

- (a) Incorporated/registered with Security & Exchange Commission of Pakistan or registrar of firms having minimum three (03) years of establishment. (Attach a certificate of incorporation/registration);
- (b) Registered with FBR and on Active Tax Payer List (ATL) (Attach certificate);
- (c) Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) in sale tax on services (Attach certificate);
- (d) Company/firm is not blacklisted by any public or private entity (Attach statement on oath/affidavit to the effect).

The bidder shall provide the documentary evidence of the above requirements and failure to submit any of the above shall result in non-responsiveness of the bid.

- iv. AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and are determined to be substantially responsive. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

- v. VALIDITY OF THE OFFER: Your bid should be valid for a period of forty-five (45) days from the deadline for receipt of bid(s) indicated above in this Bid Solicitation Document.

- vi. BID SECURITY: Each bidder shall furnish, as a part of his bid, at the option of the bidder, a bid security of two (02%) of total bid price in shape CDR from a Scheduled Bank of Pakistan in the name of the Chief Executive Officer, TransPeshawar (The Urban Mobility Company). The bid security shall be submitted from bank account of service provider.

- a) The bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids.
- b) Any bid not accompanied by an acceptable bid security shall be rejected by the employer as non-responsive.
- c) Bid security of the unsuccessful bidders shall be released once the successful bidder furnishes the prescribed performance security or on the expiry of the validity of bid security whichever is earlier.
- d) The bid security of a successful bidder shall be returned once the successful bidder has signed the contract and furnished the required performance security.
- e) The Bid security shall be forfeited:
 - (i) If a bidder withdraws his bid during the period of bid validity; or
 - (ii) If a bidder doesn't accept the correction of his Bid Price as described above; or
 - (iii) In the case of a successful bidder, if he fails to:
 - Furnish the performance security in accordance with the terms and conditions of supply;
 - Sign the contract agreement, in accordance with the terms and conditions of the BSD.

7. The bidder whose bid has been accepted will be notified of the award of contract through the Letter of Acceptance.
8. In case you seek any clarification regarding the requirements, terms and conditions of the service, please contact via email to:
CEO@transpeshawar.pk, khalil.ahmed@transpeshawar.pk, it@transpeshawar.pk
9. The Purchaser reserves the right to accept or reject any or all quotations subject to relevant provisions of KPPRA Procurement rules.

Sincerely,

Chief Executive Officer
TransPeshawar (The Urban Mobility Company)
1st Floor, KPUMA Building, Main BRT Depot,
Opposite NHA Complex, GT Road, Chamkani, Peshawar KPK, Pakistan

FORM OF BID

(On the letter head of the service provider)

To:

Chief Executive Officer,
TransPeshawar (The Urban Mobility Company),
1st Floor, KPUMA Building, Main BRT Depot,
Opposite NHA Complex, GT Road, Chamkani, Peshawar KPK, Pakistan

We offer to execute the “**Provision of Internet Services for TransPeshawar Office at Chamkani**” in accordance with the Conditions of Contract accompanying the Bid for the total bid Price of _____ (amount in words and numbers) Pak Rupees. We propose to provide the Services described in the terms and conditions of supply from the Date of Signing of the Contract.

Item No.	Description	Quantities	Price per Month with Taxes (PKR)	Price per Year with Taxes (PKR)	Total Bid Price (Inclusive of all taxes)
1	Provision of Equipment and Installation	Job	One-time cost	One-time cost	
2	Charges for 100 Mbps CIR Internet bandwidth (Primary on Fiber and secondary on wireless)	12 months			
Total bid Price					

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 liquidity damages imposed by the Bid Solicitation Document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this bid solicitation document.

(Supplier to complete below)

Name and Title of Signatory:

Name of Supplier:

Address:

Telephone No.

FORM OF CONTRACT

THIS AGREEMENT Ref. TPC/IT/OCB/IS/2023-24/001 made on----- day of -----, 2023, between **Chief Executive Officer TransPeshawar, KPUMA Building Chamkani, Peshawar** (hereinafter called "the Employer") on the one part and _____ (Company Name) (hereinafter called "the Service Provider") on the other part.

WHEREAS the Employer has requested for services under BSD, to be supplied by the Service Provider, viz. Contract **Provision of Internet Services for TransPeshawar** (hereinafter called "the Contract") and has accepted the Bid by the Service Provider for "Provision of Internet Services" (hereinafter called "the Services") under Contract at the sum of PKR. hereinafter called "the Contract Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.;;
 - a) Bid Solicitation Document;
 - b) Form of Bid;
 - c) Terms and Conditions of Supply;
 - d) Letter of Acceptance;
 - e) Addendum (if applicable);
2. Taking into account payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Employer to execute and complete the Services under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay, in consideration of the acceptance of the Contract and providing the Services and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

Signature and seal of the Purchaser:

Signature and seal of the Supplier:

FOR AND BEHALF OF

FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

1. Schedules for Supply

S#	Description of Services	Quantities	Location	Delivery Schedule (Duration)
1	Provision of Equipment & Installation	Job	KPUMA Building Chamkani	15 days
2	Charges for 100 Mbps CIR Internet bandwidth (Primary on Fiber and secondary on wireless)	12 months	KPUMA Building Chamkani	Throughout the duration of the contract

2. Fixed Price: The price quoted by the Service Provider shall remain firm and fixed and not subject to any adjustment during contract performance.
3. Contract Duration: Duration of the Contract is initially for one (01) year from the date of executing the Contract (hereinafter called “the Term”) and may be extended for further two (02) years on same terms and conditions on year-to-year basis subject to satisfactory performance.
4. Insurance: The goods during transit under the Contract shall be fully insured on “All risks” basis.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.
6. Resolution of Disputes: The Employer and the Service Provider 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 Employer and the Service Provider, the dispute shall be settled in accordance with the provisions of the Arbitration Act of Pakistan.
7. Payment: The onetime payment will be made after successfully provision, installation and testing of 100Mb Internet connection. For monthly payment, the service provider shall submit monthly payment bill in first week of every month. The payment shall be made by the Employer within five (05) working days after submission of monthly payment bill. The monthly payment will be subject to deduction of liquidated damages as provided hereinafter.
8. Liquidated Damages: In case there is non-scheduled outages, the Service Provider shall be required to provide liquidated damages as per details provided below:

Network Availability (NA) (% of 720 Hours)	Service Outage (Hours)	Liquidated Damages (% of Monthly Charges)
99.5% <= NA <= 100% (Guaranteed Up time)	0 <= NA <= 3.6	0
99% <= NA <= 99.5%	3.6 <= NA <= 7.2	5
98% <= NA <= 99%	7.2 <= NA <= 14.4	8
97% <= NA <= 98%	14.4 <= NA <= 21.6	12

9. Defects: Defect occurred during contract execution to any part of the overall hardware installed by the Service Provider shall be rectified/replaced by the Service Provider immediately but not later than twenty-four (24) hours after notifying such defect through official email by the Employer without any cost. The official email of the Service Provider is:
10. Performance Security: The performance security to the amount of Ten (10%) of the Contract Price, from a Scheduled Bank of Pakistan in form of bank guarantee on the given format or in Shape of Call Deposit Receipt (CDR) shall be submitted. Call Deposit Receipt (CDR) shall be in favor of Chief Executive Officer TransPeshawar. Within fourteen (14) days of issuance of the Letter of Acceptance, the Service Provider shall provide performance security to the Employer. The performance security shall be valid until Twenty-Eight (28) days after completion of a one-year contract or as may be extended from time to time. Extension of the performance security shall be subject to extension of the contract. The Employer shall forfeit performance security if the Service Provider commits a default under the Contract or fails to perform any its obligations under the Contract.
11. Force Majeure: The Service Provider shall not be liable for liquidated damages 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 Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, and quarantine restrictions.
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.
12. Technical Requirements: The technical requirements are provided as Statement of Requirement (Appendix-I).
13. Failure to Perform: The Employer may cancel the Contract if the Service Provider fails to deliver in accordance with the above terms and conditions, without incurring any liability to the Service Provider.
14. Contract Termination: Apart from clause 11 or any other term of the Contract the Employer may terminate the Contract or fully or partially cancel the services under the contract by giving one (01) month notice to the Service Provider.
15. Termination for Convenience: The TPC can terminate contract with two-month advance notice to the service provider without assigning of any reason.

Appendix I

STATEMENT OF REQUIREMENT

The service provider shall provide all the equipment and services required as written in this statement of requirement.

REQUIREMENTS:

- Unlimited, Dedicated Service: 100 Mbps [CIR] on fiber with a redundant on wireless backend service provider.
- It shall not be filtered or blocked for any IPSEC ports or protocols. TCP/IP based solution which can be used to deliver/receive DATA, Voice and Video.
- Service provider is responsible for providing all the necessary hardware (example: fiber, PtP Antennas, Radios, cables, media converters, routers, switches etc.)
- Provide at least 2 separate Fibers (Primary and secondary) and 1 Radio Redundant Wireless route from Service provider NOC to TransPeshawar Office Distribution point
- 24/7 hours technical support/service is required online/phone. If required, on ground technical support should be provided within 24 hours, free of cost.
- The service provider will change/replace any equipment, if required.
- The service provider is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters.