

Bid Solicitation Document (BSD)

Supply and Delivery of Stationary Items to the Office of TransPeshawar

Project Title	Sustainable Bus Rapid Transit Corridor Project Peshawar	
Source of Funding	Govt of KP	
Procurement Title	Supply and Delivery of Stationary Items to the Office of TransPeshawar	
Tender Ref. No.	TPC/A&HR/OCB/G/2023-24/001	
Bid Security	Bid security shall be submitted to the amount of two (2%) of the quoted price in shape of CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the bank account of the bidder submitting the bid.	
Date of this Request	25/08/2023	
Deadline for Submission of Quotations	11:30:AM 12/09/2023	
Opening of Quotatation	11:45:AM 12/09/2023	

Sir/Madam:

1. The TransPeshawar (The Urban Mobility Company) (hereinafter called "the Purchaser") hereby requests Sole Proprietors/AoP/Firms/Companies/General Order Distributors/Suppliers registered with income tax and sales tax and reflected on Active Tax payer list of FBR to submit bid for **Supply and Delivery of Stationary Items to the Office of TransPeshawar.** Following documents shall be submitted with bid price.

- (i) Evidence of Sole Proprietors/AoP/Firms/Companies/General Order Distributors/Suppliers;
- (ii) Proof of registration with FBR for sales and income tax and reflected on Active Tax Payer List (ATL).

If you, however, have been associated with the firm that prepared the design, and/or 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 specifications and quantity in **(Appendix-I)**.

2. You must submit your bid for all the items under this invitation. Bids price will be evaluated for all items together and the contract awarded to the bidder offering the lowest evaluated total cost of all the items. Items against which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the rates for other items and prices in the Form of bid.

3. You shall submit one original of the bid with the Form of Bid, 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 and delivered to the following address:

Purchaser's Address : Chief Executive Officer TransPeshawar, TransPeshawar Head Office First (1st) Floor Main BRT Depot, Opposite NHA Complex Chamkani, Peshawar.

4. Your bid in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information, if any, (in English language) for quoted items.

5. The deadline for receipt of your bid by the Purchaser at the address indicated in Paragraph 3 above is: 11:30:AM 12/09/2023.

6. You shall submit bid prices for the items indicated in **Appendix-I**. 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.

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 is an integral part of the Contract:

- i. <u>PRICES:</u> The prices shall be quoted for supply and delivery of all items inclusive of taxes to the Office of TransPeshawar (The Urban Mobility Company) 1st Floor, TransPeshawar Head Office, Main BRT Depot, Chamkani, Peshawar.
- ii. <u>EVALUATION OF QUOTATIONS:</u> Offers meeting the terms and conditions, technical specification and qualification requirements shall be determined as substantially responsive and shall be evaluated by comparison of their prices. Substantially responsive bidder with lowest evaluated price will be asked for provision of sample of each quoted item for their conformance with given/technical specifications. The bidder with affirmative

To:

determination of provided samples will be determined as successful. Second financially lowest substantially responsive bidder may be asked for provision of samples if first lowest substantially responsive bidder's samples determination fails the given quality requirements. 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; and
- (c) If a Supplier refuses to accept the correction, his quotation will be rejected and bid security will be forfeited.
- iii. <u>AWARD OF PURCHASE ORDER.</u> The successful bidder will be notified by issuance of Purchase Order (PO). Upon receiving the PO the successful bidder will submit performance security as mentioned in the paragraph below and sign a Contract as per attached form of contract and terms and conditions of supply.
- iv. <u>VALIDITY OF THE OFFER</u>: Your bid price should be valid for a period of sixty (60) days from the deadline for receipt of bid indicated in Paragraph 5 of this Bid Solicitation Document.
- v. If you withdraw your bid during the validity period and/or refuse to accept the award of a contract when and if awarded, then your bid security will be forfeited.

vi. <u>BID SECURITY:</u>

- (a) Bid security shall be submitted to the amount of two (2%) of bid price in shape of CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. A bid not accompanied by compliant bid security shall be rejected as non-responsive. The bid security shall be submitted from the bank account of the bidder submitting the bid.
- (b) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bid;
- (c) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- (d) The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security;
- (e) 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, pursuant to Para above; or
- (f) In the case of a successful bidder, if he fails to:
 - Furnish the Performance security in accordance with Para below;
 - Sign the contract agreement, in accordance with Para below.
- vii. <u>COMMUNICATION</u>: Bidders should note that during the period from the receipt of the bid until award of Contact, all queries should be communicated in writing via e-mail below.

Attention: Dr. Tariq Usman: <u>ceo@transpeshawar.pk</u> CC: Abid Mansoor : <u>abid.mansoor@transpeshawar.pk</u> CC: Khalil Ahmed <u>: Khalil.ahmed@transpeshawar.pk</u>

viii. Performance Security

- (a) The Supplier shall, within 07 days of receipt of purchase order, provide a Performance Security for due performance of the Contract to the amount of ten (10%) of contract price in shape of CDR/DD/Bank Guarantee on format prescribed by the purchaser at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan;
- (b) Failure of the successful Bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and sample determination is affirmative.
- (c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (d) The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

FORM OF BID

To,

Chief Executive Officer TransPeshawar (The Urban Mobility Company), TransPeshawar Head Office, first (1st) Floor, Main BRT Depot, Opposite NHA Complex, Chamkani, Peshawar.

We offer to execute the **Supply and Delivery of Stationary Items to the office of TransPeshawar**, Ref. No. TPC/A&HR/OCB/G/2023-24/001 in accordance with the Terms and Conditions of Supply accompanying this bid solicitation document at a Bid Price of ------- (amount in words and figures) (Inclusive of Taxes). We propose to complete the supply and delivery of items under the Contract within the delivery time stipulated in the contract.

S#	Item Name	Unit	Qty	Unit Price in PKR (Inclusive of all Taxes)	Total Price PKR (Inclusive of all Taxes)
1	Ball Points (Blue) 1.0 mm Tip Clipper or Equivalent	Packet of 10	10		
2	Ball Points (Black) 1.0 mm Tip Clipper or Equivalent	Packet of 10	5		
3	Uni Ball Eye UB-157 Green or Equivalent	Packet of 10	3		
4	Correction Pens- Metal Tip KITA or Equivalent	PCS	50		
5	Highlighter (Multi Color) PIANO or Equivalent	Packet of 10	5		
6	Customized Envelops Letter size white color 100grm, printed with address and logo of TransPeshawar	Packet of 100	10		
7	Customized Envelops A4 white 100grm printed with address and logo of TransPeshawar	Packet of 100	10		
8	Plastic tags arrow shape transparent Neon colors 20 sheet each of 5 colors	Pads (One pad of 5 colors)	50		
9	Paper Double A Quality, A4, 80 gm or Equivalent	Ream	200		
10	Paper Double A Quality, A3, 80 gm	Ream	3		
11	Paper Double A Quality, Legal, 80 gm	Ream	3		
12	A-4 White Wholes Sheet Protectors best quality	Packet of 100 Sheets	5		
13	Binding Cover Transparent Sheet A-4 Size 18 No best quality	Packet of 100 Sheets	20		
14	Binding Cover Transparent Sheet Legal Size best quality	Packet of 100 Sheets	10		
15	Binding Paper Multi Color A-4 Size best quality	Packet of 100 Sheets	30		
16	Cells Battery AA Rechargeable Energizer or Equivalent	Set of 2	10		
17	Cells Battery AAA Rechargeable Energizer or Equivalent	Set of 2	5		

18	Binder Clips 25mm best quality	Box	20	
19	Binder Clips 19mm best quality	Box	20	
20	Binder Clips 41mm best quality	Box	20	
21	Binder Clips 51mm best quality	Box	20	
22	Staple Pins 24/6 Dollar or Equivalent	Pkt	100	
23	Stepler Machine 24/6 Deli or Equivalent	PCS	10	
24	Stepler Remover KW-trio or Equivalent	PCS	30	
25	Punch Machine Deli No 0137 or Equivalent	PCS	10	
26	Staple Pins 23/17 Dollar or Equivalent	Pkt	10	
27	Staple Pins 23/13 Dollar or Equivalent	Pkt	10	
28	Staple Pins 23/10 Dollar or Equivalent	Pkt	10	
29	Scotch Tap (1 inch) Transparent EXPERT or Equivalent	PCS	30	
30	Packing Tap (3 Inches) Brown	PCS	20	
31	Binding Tape 3"	PCS	100	
32	Binding Tape 2"	PCS	100	
33	Box File Blue color best quality	PCS	150	
34	Management File A4 Size best quality	PCS	100	
35	Separator Plastic made A4 Size best quality	Set of 10	100	
36	Visitor Gate Register (minimum 500 Pages) best quality	PCS	5	
37	Letter Dispatch Register (minimum 500 Pages) best quality	PCS	5	
38	Letter Received Register (minimum 500 Pages) best quality	PCS	5	
39	Glue Stick 20G (Dollar) or Equivalent	PCS	50	
Total Price in PKR (Inclusive of all 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 Quotation you receive.

We hereby confirm that this Bid complies with the Validity of the Offer and other conditions imposed by Bid Solicitation document and the Terms and Conditions of Supply.

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.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address :_____

Phone Number: _____

Fax Number, if any _____

Email address (optional) _____

FORM OF CONTRACT

THIS AGREEMENT number TPC/A&HR/OCB/G/2023-24/001 made on _____, ___ 2023, between Chief Executive Officer TransPeshawar (The Urban Mobility Company) (hereinafter called "the Purchaser") on the one part and ______ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested quotation for **Supply and Delivery of Stationary Items to the Office of TransPeshawar**, to be provided by Supplier, viz. Contract **Supply and Delivery of Stationary Items to the Office of TransPeshawar**, (hereinafter called "the Contract") and has accepted the Quotation by the Supplier for the supply of goods under the Contract at a sum of -----------(amount in words and figures) 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) Form of Contract, Purchase Order, Form of Bid, Bid Solicitation Document and Terms and Condition of Supply.
 - b) Addendum (if applicable);
- 2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply and delivery of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
- 3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods 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 Pakistan on the date indicated above.

Signature and seal of the Purchaser: For and on behalf of Signature and seal of the Supplier: For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name:	Peshawar Sustainable Bus Rapid Transit Corridor Project
Purchaser:	TransPeshawar (The Urban Mobility Company)
Procurement Title:	Supply and Delivery of Stationary Items to the Office of TransPeshawar.
Supplier:	

1. <u>Schedules for Supply:</u>

S#	Discription	Quantity	Schdule
1.	Supply and Delivery of Stationary Items to the Office of TransPeshawar	As provided for in Form of Bid and Appendix-I	With in fifteen (15) days after signing of contract.

- 2. <u>Fixed Price:</u> The prices indicated in the Form of Bid are firm and fixed and not subject to any adjustment during performance of the contract.
- 3. <u>Delivery:</u> The Supplier shall complete the delivery within above stated duration to the Office of TransPeshawar 1st Floor, TransPeshawar Head Office, Main BRT Depot, Chamkani, Peshawar.
- 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. <u>Resolution of Disputes:</u> 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 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 Challan/Note.
- 8. <u>Payment:</u> Before payment, the purchaser shall inspect the delivered goods for meeting the quality and quantity against the prescribed specification. Any payment shall be processed after satisfactory assessment/inspection and acceptance by the Purchaser. Payment shall be made in following manner:

a) 100% payment will be made after successful delivery and acceptance of all goods by the Purchaser at given address in accordance with the contract.

9. <u>Force Majeure:</u> The supplier shall not be liable for penalties or termination for default if and to the extent that it's delays 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.

10. <u>Defects:</u> All defects in Goods/defective items will be corrected/replaced without any cost to the Purchaser within 15 days of from the date of notice by the Purchaser. The name and address of service facility where the defects/defective item are to be corrected/replaced by the supplier are:

Facility _____

Address _____

- 11. <u>Performance Security:</u>
 - a. The Supplier shall, within 07 days of receipt of purchase order, provide a Performance Security for the due performance of the Contract to the amount of ten (10%) of contract price in shape of CDR/DD or Bank Guarantee on format prescribed by the purchaser at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan;
 - b. Failure of the successful Bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Client may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and sample determination is affirmative.
 - c. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - d. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 12. <u>Required Technical Specifications</u>:

The Technical Specifications and quantity are attached as **Appendix-I** to this BSD. Supplier shall confirm compliance with the mentioned specifications of goods.

13. <u>Failure to Perform</u>: The Purchaser may cancel the Agreement and forfeiture of performance security if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: _	
Authorized Signature:	

Place:	

Date: _____

<u>Appendix-I</u>

Technical Specification

The bidder shall confirm to the following specification.

S#	Item Name	Unit	Qty
1	Ball Points (Blue) 1.0 mm Tip Clipper or Equivalent	Packet of 10	10
2	Ball Points (Black) 1.0 mm Tip Clipper or Equivalent	Packet of 10	5
3	Uni Ball Eye UB-157 Green or Equivalent	Packet of 10	3
4	Correction Pens- Metal Tip KITA or Equivalent	PCS	50
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31	Binding Tape 3"	PCS	100
32	Binding Tape 2"	PCS	100
33	Box File Blue color best quality	PCS	150
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