



**“Purchase and Scrap/Dismantle of One Mini Bus under Bus Industry Restructuring Programme, TransPeshawar”**

**Instructions to Bidders**

TransPeshawar (The Urban Mobility Company) invites sealed bids from Pakistani nationals having valid CNIC or firms/companies registered with registrar of firm/SECP for auction and scraping of one mini bus according to terms & conditions/scraping procedure provided in **(Annex-I)** at TransPeshawar Office area located at main BRT Depot, Chamkani, Peshawar.

S. No.	Description (Type of Vehicle)	Deadline for Submission of Bids and Bids Opening	Quantity	Reserve Price
01	One Mini Bus	<b>Bid's Submission:</b> <b>Date: Feb 13,2024, Time: 11:30 AM (PST)</b>  <b>Bid's Opening:</b> <b>Date: Feb 13,2024, Time: 11:45 AM (PST)</b>	01	PKR. 336,565

**1. Open competitive bidding**

1.1. The bids are invited under Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 through **Single Stage-One Envelope** bidding procedure.

**2. Pre-requisite for bidders:**

2.1. Following are pre-requisite for potential bidders:

- i. Pakistani National having valid CNIC or firm/company registered with /incorporated in Pakistan with Registrar of Firms/SECP;
- ii. Registered with FBR for income tax and reflected on ATL of FBR
- iii. Registered with KPRA for sales tax
- iv. Submission of bid security of requisite amount.
- v. Bidders shall not be eligible to bid if they are either defaulter or under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization.

**3. Documents for Submission:**

3.1. The interested parties/bidders shall fill in Application Form **(Annex-II)** and attach following documents:

- i. A copy of CNIC or certificate of registration/incorporation of firm/company with Registrar of Firms or SECP;
- ii. Bid Security shall be two (2%) of the bid price submitted in shape of CDR from a scheduled bank of Pakistan in the name of Chief Executive Officer (CEO), TransPeshawar (The Urban Mobility Company). The bid security shall be provided from the account of bidder submitting the bid.
- iii. Registration Certificate with FBR for income tax and KPRA for sales tax.
- iv. Declaration on notarized stamp paper that the bidder has never been blacklisted by any Government Department/ Authority/agency/company.

3.2. Application Form along with requisite documents sealed in single envelope shall be sent at, TransPeshawar Head Office, 1<sup>st</sup> Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar on or before deadline for submission of bids. Application Form shall be signed by you or your authorized representative. Without a signature on Application Form or Bids not accompanied by requisite documents shall be declared as non-responsive and shall not be considered further for evaluation of financial price.

**4. Inspection:**

4.1. The mini bus approximate weight is 4055 kg which shall be considered final and undisputable. The contractor can inspect the vehicle in TransPeshawar premises before bidding. The vehicle shall not be allowed to take out from TransPeshawar premises for weighting or any other purpose before and during scrapping activities.

4.2. The vehicle may be inspected on site from publication of advertisement till last date for submission of bids. Mr. Intizar Khan, Assistant Manager Mechanical may be contacted for assistance regarding inspection at TransPeshawar Official No. 091-2621393-5

**5. Deadline for Submission of Bids:**

5.1. The bids shall be submitted on or before the indicated deadline at TransPeshawar Head Office, 1<sup>st</sup> Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar. The bids must be submitted in person or via registered post mail or via courier, in closed envelope. The bid will be considered submitted upon physical receipt by TransPeshawar of the master envelope or any other evidence the TransPeshawar may deem fit. TransPeshawar may issue a bid receipt confirmation, which will clearly indicate the date and time at which the bid was received. Late submission, for whatsoever reason, will not be acceptable and late bids will be returned unopened.

**6. Bid Security:**

6.1. Bid security shall be submitted to the amount of two (2%) of the total bid amount in shape of CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be provided from the account of bidder submitting the bid. A bid not accompanied by compliant bid security shall be rejected as non-responsive;

6.2. The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original period of bid validity;

6.3. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;

6.4. The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security.

6.5. 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 determined by TransPeshawar; or

6.6. In the case of a successful bidder, if it fails to:

- Deposit performance security as per terms and conditions of bidding documents or failed to sign the contract agreement.

**7. Validity of Offer:**

- 7.1. The offer shall be valid for a period of sixty (60) days from the deadline for receipt of bids.

**8. Financial Bid and Taxes/Duties:**

- 8.1. The offered price shall be exclusive of taxes and successful bidder shall be liable for payment of all applicable taxes including tax levied under section 236(A) of income tax ordinance 2001.

**9. Opening and Evaluation of bids:**

- 9.1. The sealed bids will be opened by the procurement committee at the date and time as indicated above at Main Conference Room 1<sup>st</sup> Floor, TransPeshawar Head Office, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani Peshawar in the presence of bidders who choose to attend. The received bids will be evaluated as per terms and conditions of bidding documents.

**10. Substantial Responsiveness:**

- 10.1. An offer is substantially responsive if the bid is submitted as per terms and conditions of the bidding documents and it meets the pre-requisite criteria. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, pre requisite criteria and requirements of Bid Solicitation Documents, and it will not be considered further. TransPeshawar shall not entertain any request for alteration, modification, substitution or withdrawal of bid after deadline for submission of bids. Only responsive bids will be carried forward for consideration of financial price.

**11. Acceptance of Offer:**

- 11.1. A substantially responsive bidder quoting highest evaluated price will be declared as successful bidder subject to approval of competent authority. The successful bidder will be issued Letter of Acceptance to the effect after approval of competent authority.

**12. Signing of Contract Agreement**

- 12.1. within seven (07) days of submission of performance security as per terms and conditions of bid solicitation documents, the successful bidder shall contract agreement with TransPeshawar.

**13. Submission of Performance Security:**

- 13.1. Within seven (07) days of issuance of letter of acceptance, the successful bidder shall deposit performance security in PKR to the amount of 5% of bid price in shape of CDR/DD in favor of Chief Executive Officer (CEO) TransPeshawar as performance security as per terms and conditions of Contract agreement.
- 13.2. 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, TransPeshawar may award the contract to the next financially highest substantially responsive bidder.

**14. Right to accept any bid, and to reject any or all bids:**

- 14.1 TransPeshawar reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to acceptance of offer, without thereby incurring any liability to Bidders. In case of annulment the bid securities shall be promptly returned to the bidders.

**15. Subletting:**

15.1 The successful bidder shall not sublet or award his rights to any other individual/firm/party.

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## Annexure I

### **Scrapping Procedure/Terms & Conditions of the Services**

1. The mini bus approximate weight is 4055 kg which shall be considered final and undisputable. The contractor can inspect the vehicle in TransPeshawar premises before bidding. The vehicle shall not be allowed to take out from TransPeshawar premises for weighting or any other purpose before and during scrapping activities.
2. The vehicle (mini bus) shall be scrapped in accordance with the following procedures:
  - 1.1 The scrapping activity shall be carried out in TransPeshawar premises
  - 1.2 Contractor shall be responsible for arranging a power source (Generators etc.). Contractor is not allowed to use any power outlet in TransPeshawar premises for any reason (light, fan etc.).
  - 1.3 Contractor shall be responsible to arrange machinery /tools (Steel cutters, gas cylinders for cutting, sledge hammers etc.) which may be required to complete the scrapping of the vehicle. TransPeshawar will not be responsible for providing any tools /equipment for scrapping of vehicle.
  - 1.4 Prior to scrapping, a video footage and picture shall be taken of the mini bus which shows the number plate/ registration number, chassis number and engine number of the vehicle.
  - 1.5 Main parts (frame, body and engine) of the vehicles shall be separated and scrapped in the presence of TransPeshawar. Shifting of such parts, in whole, from TransPeshawar premises shall not be allowed.
  - 1.6 The scrapping of vehicle shall not start without presence of TransPeshawar staff. Frame of the vehicle shall be cut in at least 10 relatively equal pieces, body in 15 relatively equal pieces and engine in 8 relatively equal pieces in front of TransPeshawar staff. Contractor shall also cut in additional pieces if required by TransPeshawar.
  - 1.7 Hazardous material / liquid shall be removed prior to start of cutting and dispose-off according to applicable law.
  - 1.8 Contractor shall prepare video footage and photo of the Wagon along with its details before proceeding and during cutting process of above parts.
  - 1.9 Before start of the commencement of cutting of the engine, the engine and chassis number shall be removed from the engine of the vehicle. Picture and video footage shall be produced before and after removing engine and chassis number of vehicle.
  - 1.10 Contractor is not allowed to move any part of the vehicle outside of TransPeshawar premises during scrapping and after scrapping is complete. Once the scrapping is

completed and after TransPeshawar inspection, the contractor will be allowed to move scrap or other parts out of TransPeshawar premises.

1.11 TransPeshawar reserve the right to add additional procedure for scrapping of wagon to achieve objective of the scrapping.

3. Payments: The highest bidder shall deposit the offered bid price in advance within Ten (10) days of signing of the contract with competent authority in account designated by TransPeshawar. The wagon will be handed over after submission of quoted bid amount and fulfilling other terms & conditions prescribed under the contract.
4. Documentation of Scraping: The successful party shall provide a scraping certificate of the vehicle on format provided in **(Annexure III)**.
5. Site Clearance: After scraping of the vehicle is completed, it will responsibility of the successful party to remove the scrap (steel, wood, glass, electrical wires, vehicle lights, tires, plastic or any other material come out during dismantling a vehicle) from TransPeshawar premises within two weeks.
6. Duration: The duration of the contract shall be one month after signing of the contract and the contractor shall be required to scrap the vehicle as per terms and condition of the agreement within stipulated duration of the contract.
7. Performance Security: The performance security shall be fully forfeited if the bidder unable to fulfil any contractual obligations under the contract this will constitute a material breach and TransPeshawar will be liable for forfeiture of deposited performance security.

**Purchase and Scrap/Dismantle of One Mini Bus under Bus Industry  
Restructuring Programme, TransPeshawar**

**APPLICATION FORM**

1. Name of Bidder:
2. Address:
3. Contact No:
4. Email:
5. Registration No. of Firm/Company/CNIC No.:

S. No.	Description (Type of Vehicle)	Quantity	Offered Bid Price Exclusive of Taxes
1	Mini Bus	01	

Signature of the Bidder/Authorized Representative: \_\_\_\_\_

Name of Bidder/Authorized Representative: \_\_\_\_\_

Dated: -----

**Attachment/Required Documents:**

- i. A copy of CNIC or certificate of registration/incorporation of firm/company;
- ii. Bid security in PKR to the amount of two (2%) of bid price quoted for in shape of CDR in the name of Chief Executive Officer (CEO) TransPeshawar:
- iii. Registration Certificate with FBR for income tax and KPRA for sales tax.
- iv. Declaration on notarized stamp paper that the bidder has never been blacklisted by any Government Department/ Authority/agency/company.

## Vehicle Scrapping Certificate

This is to certify that the vehicle with following particulars has been scrapped by this contractor (i.e. the vehicle scrapping company). The vehicle can no longer be used on road or re-assembled into a vehicle.

### Particulars of Scrapped Vehicle

Chassis number: \_\_\_\_\_.

Engine number: \_\_\_\_\_.

Registration mark: \_\_\_\_\_.

Name of registered owner: \_\_\_\_\_.

Date and location of vehicle scrapping: \_\_\_\_\_.

Date of vehicle scrapping: \_\_\_\_\_.

Location of vehicle scrapping: \_\_\_\_\_.

The information provided above is true and correct. We understand that, if we knowingly make any statement or provide any information in this certificate which is false in any material particular, we shall be liable under any legal action.

Name of vehicle scrapping contractor: \_\_\_\_\_.

Registered address: \_\_\_\_\_.

Business Registration Certificate/CNIC number: \_\_\_\_\_.

Telephone number: \_\_\_\_\_.

Signature by representative of vehicle scrapping contractor (with Stamp):

Signature \_\_\_\_\_.

Stamp \_\_\_\_\_.

Vehicle Scrapping Certificate issue date: \_\_\_\_\_.



**FORM OF CONTRACT**

This AGREEMENT is made on..... day of....., 2024 between TransPeshawar (hereinafter called "the Employer") on the one part and ..... (Hereinafter called "the Service Provider") on the other part.

WHEREAS the TransPeshawar has requested for Bids for **Purchase and Scrap/Dismantle of One Mini Bus under Bus Industry Restructuring Programme, TransPeshawar** to be provided by the service provider, viz. **Purchase and Scrap/Dismantle of One Mini Bus under Bus Industry Restructuring Programme, TransPeshawar** (hereinafter called "Contract") and has accepted the bid of the Service provider for the Services under Contract at the sum of PKR -----hereinafter called "the Contract Price".

NOW THIS AGREEMENT TO BE WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Letter of Acceptance;
  - b) Application Form (Filled by Bidder);
  - c) Bid Solicitation Document
2. Taking into account payments to be made by the Service Provider to the TransPeshawar hereinafter mentioned, the TransPeshawar hereby concludes an Agreement with the Service Provider to execute and complete the services under the Contract and remedy any defects/perform the complete service therein in conformity with the provisions of the Contract.
3. The Service Provider hereby covenants to pay, in consideration of the acceptance of Contract, complete all 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 Pakistan on the date indicated above.

**Signature and seal of the Employer:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**

**Signature and seal of the Service Provider:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**