

Corrigendum
To
Request for Proposal Document
for

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

Issued on.: November 01, 2024

Request for Proposal No.: TPC/OPS/OCB/Exp. joints/2024-25/008

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

- 7. Amendment of Request for Proposal Document**
- 7.1 At any time prior to the deadline for submission of Proposals, the Procuring Entity may amend the Request for Proposal document by issuing addenda.
- 7.2 Any addendum issued shall be part of the Request for Proposal document and shall be communicated in manner as indicated in **DS**
- 7.3 To give prospective Service Providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITSP 19.2.

C. Preparation of Proposals

- 8. Cost of Bidding**
- 8.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Proposal**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Service Provider and the Procuring Entity, shall be written in the language specified in the **DS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **DS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB 10.2 and other the Financial Proposal containing the documents listed in ITB 10.3, both envelopes enclosed together in an outer single envelope.
- 10.2 The Technical Proposal shall comprise the following:
- (a) Letter of Technical Proposal;
 - (b) an affidavit, on notarized stamp paper, stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal;
 - (c) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Service Provider, in accordance with ITSP 17.2 and in accordance with Schedule 5;
 - (d) Documentary evidence in form of literature, drawing, data, or broacher and shall consist of detailed item-by-item description of the essential technical and performance characteristics of the Goods/quoted brand establishing conformity and substantial responsiveness of the Goods with the requirements of Section 5, ~~“Operational Specification Schedule”~~ **“Schedule of Requirements”** of the Request for Proposal document.
 - (e) Schedules and documentary evidence as stipulated in **DS**,

- (b) Authorization/Power of Attorney authorizing the signatory of the Proposal to commit the Service Provider;
- (c) an affidavit, on notarized stamp paper, stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal;
- (d) Documentary evidence in form of literature, drawing or data and shall consist of detailed item-by-item description of the essential technical and performance characteristics of the Goods/quoted brand establishing conformity and substantial responsiveness of the Goods with the requirements of Section 5, "~~Operational Specification~~ "Schedule of Requirements" of the RFP document.
- (e) All schedules and supporting documents in accordance with ITSP 10.2 (e).

27. Responsiveness of Technical Proposal

27.1 The Procuring Entity's determination of responsiveness of Technical Proposal is to be based on the contents of the Technical Proposal itself, as defined in ITSP10.

27.2 A substantially responsive Technical Proposal is one that meets the requirements of the Request for Proposal Document including the criteria provided under Clause 1 of Section 3 (Eligibility and Responsiveness/Evaluation Criteria) of Request for Proposal Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Request for Proposal Document, the Procuring Entity's rights or the Service Provider's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Proposals.

27.3 If Technical Proposal is not substantially responsive to the requirements of the Request for Proposal Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

27.4 Substantial responsiveness shall be pre-requisite for opening of Financial Proposal. Financial Proposal of nonresponsive Service Providers will be returned unopened.

28. Nonmaterial Nonconformities

28.1 Provided that Technical Proposal is substantially responsive, the Procuring Entity may waive any nonconformities in the Technical Proposal that do not constitute a material deviation, reservation, or omission.

28.2 Provided that a Technical Proposal is substantially responsive, the Procuring Entity may request that the Service Provider to submit the

Contents of Technical and Financial Proposals

The Service Providers are required to submit their Proposals in two separate envelopes marked as “1. Technical Proposal” and “2. Financial Proposal” as provided below. All the forms/format shall be properly filled and submitted with required attachments. Incomplete or partially filled forms shall not be entertained and rejected.

1. Technical Proposal

“Technical Proposal” shall be comprised of following documents. Order/sequence of document while preparing technical proposal shall be observed to facilitate the assessment of proposals in a systematic manner. Moreover, Technical Proposal shall be properly bind and numbered, loose proposals shall not be entertained and rejected summarily.

Table-1

Order	Document Number and Information Required	Check (Y/N)	Page No.
1.	Letter of Technical Proposal		
2.	An affidavit, stamp paper and duly notarized, stating that a bid security amounting to 2 percent of proposal price without indicating the figure in the letter, has been placed in the Financial Proposal		
3.	Documentary evidence in form of literature, drawing, data, or broacher and shall consist of detailed item-by-item description of the essential technical and performance characteristics of the Goods/quoted brand establishing conformity and substantial responsiveness of the Goods with the requirements of Section 5, “Operational Specification” “Schedule of Requirements” of the Request for Proposal document.		
4.	Schedule 1 “Service Provider’s Information Sheet”		
(i)	Articles of incorporation or constitution and/or certificate of registration of the legal entity with Registrar of Firms or SECP		
(ii)	Certificate of Registration with FBR for income and sales tax and Active Tax Payer List (ATL) showing status		
(iii)	Certificate of Registration with KPRA for sale tax on services		
	PEC license valid up to June 2025 in category C-5 or above with CE-02 code of specialization		
(iv)	Non-blacklisting certificate on stamp paper and duly notarized to the effect that Service Provider is not being under legal action for corrupt and fraudulent practices (blacklisted or suspended) from any federal or provincial public entity in Pakistan.		
5.	Schedule 2. Financial Soundness		
(ii)	Audited Financial Statements of relevant years in accordance with schedule 2		
6.	Schedule 3: Contractual Experience		
(i)	Letter of Award/Acceptance or contract agreement or any other credible record of Executed/ongoing one similar nature contract (construction of bridge/installation of expansion joint) to the worth of twenty-four million Pak Rupees (PKR.24,000,000) or more in last 5 years (2018 onward).		
(ii)	Contract Completion Certificate or anticipated completion certificate in case the contract is in progress.		
7.	Schedule 4. Affidavit of integrity pact		

- b) Service Provider cost for the item should include labour cost, formwork, steel of diameter no 10 bar @ 150 c/c spacing required during fixing of new expansion joint with all accessories, nuts and bolts/ welding etc. with bridge decks existing steel bars, as per manufacturer specification /drawing.
- c) Chemicals used for fixing of above-mentioned joint should confirm to manufacturer standards.
- d) Chemicals/Epoxy/sealant used for the fixing of expansion joint are mentioned below:
 - 1. ASSAPOX FIX
 - 2. ASSAFLEX OC
 - 3. EPOPLUS RE
 - 4. Rapid curing elastomeric concrete having initial gain strength 6000 PSI within 6 hours after placing Origin Europe/USA.
- e) The service provider shall be responsible for providing chemical/epoxy on both sides of the expansion joint up to 01 meter for obtaining proper slope.
- f) The supply for the bridge expansion joint should be done from well-established suppliers of Pakistan with reputable profile (proven track record of previous installations) in supplying of imported expansion joint to public sector departments Import documents shall be submitted to TPC ~~if so directed.~~
- g) The methodology of installation of the expansion joint should be clearly described by the Contractor with a complete set of manufacturer drawings and should be submitted to TPC for reference and record. Connection or overlapping between bridge expansion joints should be clearly shown. Connection with water proofing of the deck should be shown in detail.
- h) All necessary provisions in deck reinforcement should be indicated. Initial gap at the time of installation should be clearly indicated and justified.
- i) The Contractor should hire technical experts for installation of expansion joint, having proven experience in installation of bridge expansion joints.
- j) Material specifications for elastomeric mono-block Bridge Expansion joint, anchors for fixing should be submitted to TPC for reference and record.
- k) Necessary test certificates from third party independent laboratories showing that the proposed joints meet the applicable standards and specification.
- l) Levelling of expansion joint should be done under the supervision of technical experts as mentioned above.
- m) Any other item/ parameter involved in the above activity should be part of the bid.
- n) **When expansion joints are delivered to TPC, TPC will have the right to send a piece of expansion joint to manufacturer/OEM for verification. The TPC will bear the cost.**

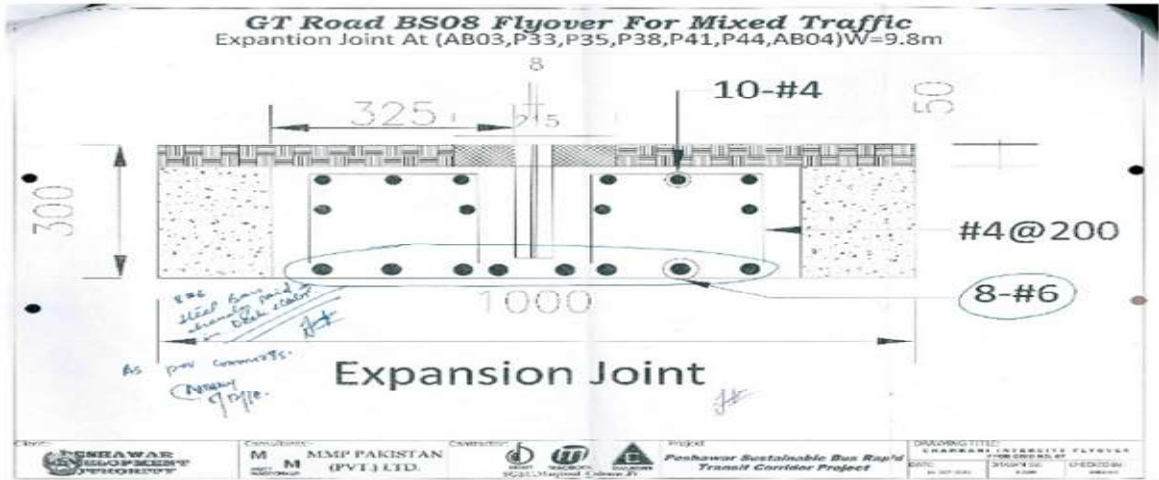
The expansion joints should satisfy the following functional requirements during defect liability period after its installation. It should,

- a) withstand traffic loads of the buses (3-axle bus with 2000 daily bus trips per direction), and accommodate movements between the deck and abutment or the adjacent deck.
- b) have good riding quality and should not cause any inconvenience to road user.
- c) not cause skidding hazard.
- d) not generate excessive noise or vibration during the passage of vehicles.
- e) Have ease of replacement of worn-out parts.
- f) be watertight and will have provision for carrying away water and silt.
- g) be easy to inspect and maintain.
- h) be weather resistant.

3.3 Item no.1.3 – Concrete Works for Expansion Joints

Provision and laying of ~~A2 (4000PSI) and~~ D2 (6000PSI) ready mix concrete including form work, SBR or equivalent chemical for the bonding with old concrete, compacting, finishing & curing etc complete in all aspect. 6000PSI concrete should be used for expansion joints.

- a) Before selection of plant; consideration should include transportation time to sites, unloading time, number of transportation vehicles, condition of manufacturing equipment and production capacity of plant.
- b) Materials/ingredients used in concrete like well graded aggregates having good abrasion and impact value should confirm to ASTM standards for road pavements, TPC can ask for material testing at various stages.
- c) Vibrator should be used during pouring of concrete.
- d) Admixtures for special concrete like water reducing admixture and rapid hardening cement should be used for early and high strength as per ASTM standards wherever required by TPC.
- e) Curing for 14 days should be done by contractor by various techniques as per the direction of TPC.
- f) For Quality Assurance, compressive strength test of cylinder samples should be done by contractor with the approval of TPC, in any PEC approved labs.



4 KEY PERFORMANCE INDICATORS

2.1 The Service Provider's performance of maintenance services should be evaluated by means of key performance indicators ("KPIs"). Failure to comply with KPIs

(“Failure Events”) should lead to the application of liquidated damages as per the below table:

- 2.2 Information available through the site inspection by TPC representative, surveillance system of TPC or any other mean shall be used by the TP to evaluate KPI's. The Service Provider will have the right to justify through concrete evidence. The service provider shall justify against failure to achieve KPI's not later than one week after submission of the invoice.
- 2.3 The Liquidated Damages is the remedy of the TPC, apart from other remedies provided for under the agreement, for the Service Provider failure to achieve the KPI targets.
- 2.4 Any failure of KPI's which entail Liquidated Damages exceeding 10% of the contract price will be considered as breach of contract agreement.
- 2.5 General Violations and Liquidated Damages applicable to the Agreement

Liquidated Damages Regarding the deficiencies in the procedure to do work at Stations and Corridor		
Sr. No.	Description	Liquidated Damages in Rupees
1.	Failure to get permission letter from TPC to enter in corridor (Vehicle, machinery, labour and non-labour staff, material vehicle)	25,000/- + Not allowed to Work until fulfillment of requirement
2.	Vehicle enter in corridor during bus operations hours	50,000/- per instance
3.	Obstruction to Bus Operation due to workers, machinery or material or due to any reason	25,000/- per instance
4.	Failure to get permission letter from TPC in station for Civil, electrical or mechanical work e.g. electricity connection, water usage from station etc.	10,000/- + Not allowed to work
Liquidated Damages for deficiencies in Scope of work		
5.	Delaying Completion of project or specific activity up to 10 days. Day count will start from the date mentioned in work order.	10,000/- one time
6.	If delay to execute activity more than 10 days i.e. not according to the plan.	5000/- x No of days delayed beyond 10 days
7.	No sign/guide boards or speed breakers or safety cones or cordon off the construction site.	5000/- per instance

8.	Not curing of brickwork or concrete	5000/- per instance
9.	Sand dumped at working zone without covering with polythene sheet to avoid pollution and wastage	5000/- per instance
10.	Failure to clear site from construction debris or dump construction debris at specified landfills	5000/- per instance
11.	Work execution is not as per Contract.	5000/- per instance
12.	Concrete not as per specified ratio, if TPC decide to test	25000/- per instance
13.	Failure/declining to provide test results as required by TPC/Contract.	5000/- per instance
14.	Failure to follow PPE's (Personal Protective Equipment) as per contract e.g. safety jackets, helmets, etc.	5000/- per person-per instance
15.	Workers/visitors or any person entering or exiting in the work zone area other than specified entry/exit points	1000/- per instance
Liquidated Damages for deficiencies in defect liability period		
16.	Response time to remove defect during defect liability period is more than 24 hours.	10,000/- x No of days delayed
17.	Repair/ maintenance of minor defects not completed within 24 hours.	10,000/- x No of days delayed
	Repair/ maintenance of major defects not completed within 7 days.	10,000/- x No of days delayed
Liquidated Damages of Institutional or Administrative Nature		
18.	Failure to deliver information required by TPC	5,000/- per instance
19.	To refuse to accept TPC representative visit or to hide information or to provide partial or erroneous information	5,000/- per instance
20.	To breach contractual provisions regarding financial mechanisms	5,000/- per instance
Liquidated for Workers/Contractor		
21.	Under influence on duty due to drugs/alcohol	10,000/- + withdrawal from the system
22.	Free travel or attempt to travel free	Challan + 1,000/-
23.	Misbehavior with any contractor/vendor representative or staff members or with passengers	10,000/- + withdrawal from the system
24.	To cause an accident due to negligence.	10,000/- + withdrawal from the system
25.	Injury caused to any person or passengers or workers or any staff members due to not following industry safety standards	100,000/- + withdrawal of person responsible from the system which may lead to the termination of contract
26.	Damages to the TPC Property	5,000/- x No of days delayed to repair damaged property

27	Failure to follow or acknowledge instructions issued by TPC or the engineer which is non-conforming to TPC Rules/Regulations/Contract, not covered in other sections. Sensitivity shall be determined by TPC.	5,000/- x A where A is representing sensitive ranging from 1 to 10 (depending upon sensitivity of event)
28	Any act/instance that is non-conforming or a violation of Contract or violation of Operational Specification Schedule Schedule of Requirements or their appendices, unless covered by another KPI	Rs. 10,000/- per instance.

- 18.4 To the extent that TPC discovered an instance of the Service Provider's failure to achieve a particular KPI, TPC shall notify the Service Provider with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated in the ~~Operational Specification~~ ~~Schedule~~ ~~Schedule of Requirements~~. TPC may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 18.5 If Liquidated Damages are imposed, then TPC shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice or in increments from several subsequent invoices.
- 18.6 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in **PCC**.

19. Warranties, Undertakings and Indemnities

19.1 Service Provider Warranties

- 19.1.1 The Service Provider acknowledges that TPC has entered into the Agreement relying on the strength of the warranties given to TPC by the Service Provider and that the warranties are given with the intention of inducing TPC (which has been so induced) to enter into this Agreement on the basis that such warranties are and shall be correct for the duration of this Agreement.
- 19.1.2 Each Service Provider Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in the Agreement.
- 19.1.3 The Service Provider accordingly warrants and undertakes that:
- (a) it is properly constituted and incorporated in accordance with the Applicable Law;
 - (b) it has thorough knowledge of the Works, performance and its quality and have did site inspection of all Works to be executed;
 - (c) It has examined the specification of Works and made all due diligence in estimation of all execution and maintenance costs of Works and services under the Agreement;
 - (d) Satisfied himself with all the economic, financial and legal variables including but not limited to foreign exchange rates, inflation rates, minimum wage rates, customs and tax rates and all related labour and legal obligations;
 - (e) Satisfied himself of all conditions and circumstances affecting Contract price;
 - (f) it has the power, authority and legal capacity to enter into and exercise its rights and perform its obligations under this Agreement;
 - (g) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
 - (h) the obligations expressed to be assumed by the Service Provider under this Agreement are legal, valid, binding and enforceable to the extent permitted by Applicable Law;
 - (i) it will on signing date hold, in cash, an amount equivalent to the acquisition cost of all required tools, equipment, furniture and other basic business materials required for the operating of its business, plus the necessary working capital required during the execution and defect liability period;
 - (j) it is and will be in compliance with all Applicable Laws;

ANNEXURE-C. PAYMENT CALCULATION SCHEDULE-EXPANSION JOINTS

The TPC shall pay the Service Provider according to the manner specified below.

1. Reports to be Submitted with Invoice

- 1.1 Tax invoice;
- 1.2 Work Order duly signed by FO and/ or Assistant Manager;
- 1.3 Check Request duly signed by FO and Assistant Manager and Manager, if applicable;
- 1.4 Submission of pictorial evidence of work executed with time, date and location stamp;
- 1.5 Other reports of test, if any or as asked by TPC under the Agreement.
- 1.6 In addition to the above, provision of expansion joints shall be supported by the following documents.
 - i. Commercial Invoice;
 - ii. Pre-Shipment Inspection Report;
 - iii. Good Declaration Form (GD);
 - iv. Bill of Lading;
 - v. Certificate of Origin;
 - vi. Copy of Letter of Credit.

2. Invoice Period

- 1.1 Advance payment shall not be allowed;
- 1.2 For each month following Services Notice, the Service provider shall be entitled to a payment in accordance with Milestones;
- 1.3 Payments against milestone shall be made only once in a month for the works executed; and
- 1.4 Milestones for Payments are as per below table.

Item No	Activity detailed as in Annexure-B	Completion date of Permission works by TPC	days of	Payments Milestones
1.1	Dismantling of Existing Expansion Joint /Concrete	Term of contract		Pro-rata basis for quantity executed and verified by TPC
1.2	Supply of Expansion Joint	Term of contract		30% upon delivery
1.3	Installation of expansion joint	Term of contract		60 % on Pro-rata basis for quantity executed and verified by TPC & 10 % upon completion

1.4	Concrete Work for Expansion Joint	Term of contract	90 % on Pro-rata basis for quantity executed and verified by TPC & 10 % upon completion
-----	-----------------------------------	------------------	-----------------------------------------------------------------------------------------

Note: -

- 1- Where Payment Milestones is 90 %, TPC shall pay to Service Provider with minor defects or finishing work, if any. Remaining 10 % shall be paid upon acceptance of the Activity.
- 2- TransPeshawar reserve the right to pay the item in running invoice in accordance with their estimation; in case any item price is found to be exaggerated as assessed by TransPeshawar. The access amount will be paid in final invoice.
- 3- No invoice shall be paid, if the amount of invoice is less than PKR.2 million. Payment be made on pro rata basis for running invoices subject to other conditions.

3. Withheld Amount and Time of Payment of Withheld Amount

3.1 TPC shall withheld an amount of 5 % from each running invoice / Payment Milestones as guarantee against for rectification works in Defect Liability Period;

3.2 Withheld amount shall be released within 30 days of issuance of Completion Certificate and on receipt of request subject fulfilment to defect liability obligations.

3.3 If the Defect Liability Period specified, withheld amount shall be released within 30 days of certification by TPC that no issue found during liability period or rectified by Service Provider or such costs are recovered