

REQUEST FOR QUOTATION

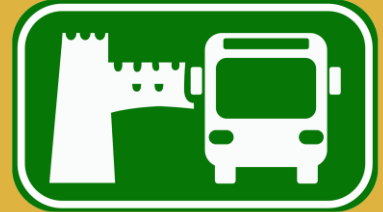
Date: 07.02.2019

IFB No: OPS/BIRP/CONT/CORR/2019/002

1. TransPeshawar (The Urban Mobility Company) is a Company set up under Section 42 of the Companies Act, 2017, and is responsible for project implementation, management and maintenance of urban rapid transit projects assigned by the Khyber Pakhtunkhwa Urban Mobility Authority.
2. TransPeshawar (The Urban Mobility Company) invites sealed bids from eligible bidders for the **Hiring of Service Provider for Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar**. Details of Scope of services required are available in Request for Quotation.
3. A complete set of Request for Quotation may be downloaded by interested bidders from website of TransPeshawar (<http://transpeshawar.pk/>) and KPPRA website (<http://www.kppra.gov.pk/>).
4. Procurements will be carried out as per Asian Development Bank Procurement Guidelines.
5. Bids must be delivered to the office of TransPeshawar on or before **2:00 PM (PST) on 26.02.2019** at the address given below.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at **2:15 PM (PST) on 26.02.2019** at the office of TransPeshawar.

**Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
Second Floor, Ali Tower, University Road, Peshawar
Phone Number: +92-91-5700128**

TransPeshawar (The Urban Mobility Company)



TRANS PESHAWAR
The Urban Mobility Company

Request for Quotation (RFQ)

**Hiring of Service Provider for ENLISTMENT OF BUS OWNERS AND
STAFF OF EXISTING BUS INDUSTRY IN PESHAWAR**

Project Title	Hiring of Service Provider for Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar
Source of Funding	ADB Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project
Contract Ref	SP-01
Date of this Request	February 08, 2019
Deadline for Submission of Quotations	2:00 PM Pakistan Standard Time February 26, 2019

Sir/Madam:

1. TransPeshawar has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system currently being implemented in Peshawar. Peshawar BRT system will be served by 30 stations, and span the entire urban region of Peshawar from Chamkani in the east and to Karkhano in the west.
2. Objective of this assignment is that service provider facilitate TransPeshawar in implementation of Bus Industry Restructuring Program specially in a) Enlistment and verification of Bus Owners who offer their buses (Mini buses, Rocket, Ford) for scrapping under the approved policy and b) Enlistment of existing bus industry staff (includes all type of vehicles). The potential service provider has to facilitate TransPeshawar from advertisement till final enlistment of existing bus owners and staff.
3. TransPeshawar hereby request you to submit a quotation with a total lump sum price inclusive of all taxes (income tax, sales tax on services etc.) for services in accordance with the Appendix-I.
4. TransPeshawar is seeking the services of capable companies / firms with a proven track record of performing the required services as per the above mentioned requirements. If you, however, have been associated with the firm that prepared the requirements, and specifications of the contract that is subject of this procurement, you shall be disqualified.
5. It is understood that the bidder has gone through the entire RFQ and has complete understanding of the terms and conditions, scope of work etc. mentioned here along with their implications.
6. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
7. You shall submit **one original of the Price Quotation** with the Form of Quotation, 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 quotation in the attached format should be signed, sealed in an envelope** and addressed to and delivered to the following address:

Address:
Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
Ali Tower, 2nd Floor (opposite Custom House)
University Road, Peshawar.
Telephone: 0322 7777485

8. Your quotation must be written in the English language, must be accompanied by adequate technical documentation, profiles and other relevant material in the same English language for each item of services.
9. The deadline for receipt of your quotation (s) by the TransPeshawar at the above address is **2:00 PM (PST) February 26, 2019**.
10. You shall submit only one set of quotations for the above items. (Hard copy in the sealed envelope on the date and time to the address indicated above). Your quotation must be typed and shall be signed by you or your authorized representative. **Without a signature in your Form of Quotation, your quotation will not be considered further.**
11. Your quotation should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Services is an integral part of the Contract.
 - (i) **PRICES:** The prices should be quoted for the whole of the services given under paragraph 3 and (Appendix-I) as a lump sum basis in Pakistani Rupees (PKR) and inclusive of all applicable Taxes in Pakistan as per the given format below in sub-para
 - (ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the 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, and specifications in this Request for Quotation, and it will not be considered further. TransPeshawar will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, TransPeshawar 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 Bidder refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF PURCHASE ORDER: The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of services. Required Technical and Financial Capability are as follows:

a) Technical Capability

- ❖ Registration of company with Security Exchange Commission of Pakistan or registrar of firms at least before January 2016.
- ❖ Affidavit that the Company / Firm is not Blacklisted

b) Financial Capability

- ❖ Registration with FBR and on Active Tax Payer List
- ❖ Registration with Khyber Pakhtunkhwa Provincial Revenue Authority or other regulatory body
- ❖ Financial Statements of the last three years
- ❖ Minimum Annual turnover of PKR 2 Million based on latest financial statement.

Proof of above documents by the bidders to be qualified/responsive. Failure to submit above documents will result in disqualification of bidder.

(iv) VALIDITY OF THE OFFER: Your quotation should be valid for a period of ninety (90) days from the deadline for receipt of quotation indicated in Paragraph 9 of this Request for Quotation.

(v) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of vendors/service providers for the project for two years.

12. Bidders should note that during the period from the receipt of the quotation and until further notice from the Contact, all queries should be communicated via the Contact and in writing using e-mail only. The Contact for all enquires in relation to this quotation is as follows:

Name: Mr. Ashfaq Rauf
Email Address: ashfaq.rauf@gmail.com with cc fayyazak@yahoo.co.uk

13. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by TransPeshawar within 30 working days from the receipt of the quotation. The firm will be closely in contact with TransPeshawar representative for the actual start of the activities.
14. This Request for Quotation is being conducted under ADB Procurement Guidelines. As such under ADB's Anti-Corruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.
15. Please confirm by e-mail (see email address in Paragraph 12) the receipt of this request and whether or not you will submit the price quotation(s).

Yours sincerely,

TransPeshawar

1 FORM OF QUOTATION

To:

**CEO TransPeshawar (The Urban Mobility Company),
Ali Tower, 2nd floor (opposite to Custom House),
University Road Peshawar.**

We offer to execute the **Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ inclusive of all taxes (amount in words and numbers) (_____) in PKR with following breakup.

The total price of the services must be quoted inclusive of all taxes in the below format:

S/No.	Description	Quantity (A)	Service Cost in PKR without Sales Taxes but including other taxes (B)	Applicable Sales Tax on services in PKR (C)	Total Price in PKR (B+C)
	All services as per para 3 and Appendix 1 of this RFQ	Services as per Appendix-I			

We propose to complete the Services (mentioned in Appendix-I) and other services described in the Contract within the Delivery Time from the Date of Signing of the Contract.

This Quotation 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 received by you.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Services, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

(Service Provider to complete below)

Authorized Signature:

Name and Title of Signatory:

Name of Service Provider:

Address:

Phone Number:

Email Address:

2. FORM OF CONTRACT

This AGREEMENT is made on.....day of....., 2019 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 quotation for Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar to be provided by the service provider, viz. Contract for Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar (hereinafter called "Contract") and has accepted the Quotation 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) Form of Quotation;
 - b) Terms and Conditions of Services
 - c) Required Services (Appendix-I)
2. Taking into account payments to be made by the TransPeshawar to the Service Provider hereinafter mentioned, the Service Provider hereby concludes an Agreement with the TransPeshawar to execute and complete the services under the Contract and remedy any defects/ complete the whole process therein in conformity with the provisions of the Contract.
3. The TransPeshawar 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

3. TERMS AND CONDITIONS OF SERVICES

Project Name: Hiring of Service Provider for Enlistment of Bus Owners and Staff of Existing Bus Industry in Peshawar

Employer: TransPeshawar (The Urban Mobility Company)

Service Provider: _____

1. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
2. Delivery of Services: The delivery of the whole of the Services should be completed within 180 days from the actual start of the services confirmed with TransPeshawar but not exceeding 240 days from the date of the actual start date.
3. Insurance: The Service provider is responsible for the necessary insurances to cover their liabilities under the Contract.
4. Applicable Law: The Contract shall be interpreted in accordance with the laws of Pakistan.
5. 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 law or rules of Pakistan.
6. Intellectual Property Delivery: TransPeshawar shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all designs, application configurations and specifications. The Service Provider shall ensure that all approvals, registrations, licenses, permits and rights etc. which are necessary for use of the goods supplied/ service provided by the Service Provider are legally acquired and assigned in the name of TransPeshawar. In case of any infringement on Intellectual Property Rights by the Service Provider, the Service Provider shall have sole control of the defense and all related settlement negotiations. Subject to above on intellectual property, the Service Provider shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Service Provider that existed before the effective date of the contract.
7. Completion of Services and Documents: Upon completion of the services, the Service Provider shall provide the documents to the Employer in accordance with Milestone mentioned in Para 8:
8. Payment: The table below contains the payment schedule associated with milestones defined for the project. The payment schedule and percentages aligns with the timelines for the work tasks to be undertaken.

Sr No.	Milestone	Progress Payment
1	Start of Enlistment process of Bus Owners and Existing Bus Industry Staff on ground i.e. when service provider has engaged staff under Activity-A & C of Appendix-I, services requirements.	20 % of Contract price
2	Completion of Enlistment process of Bus Owners and Existing Bus Industry Staff under Activity A, B & C of Appendix-I, services requirements.	30 % of Contract price
3	Draft Report of Enlistment of Bus Owner (To be submitted in Soft and Hard format)	15 % of Contract price (within 15 days from closing of Enlistment)
4	Draft Report of Enlistment of Existing Bus Industry Staff (To be submitted in Soft and Hard format)	15 % of Contract price (within 15 days from closing of Enlistment)
5	Final Report Showing details of Buses to be scrapped and list of Staff of existing Bus Industry. Report must also show category of staff to be offer opportunity for Employment (To be submitted in Soft and Hard format) along with fulfillment of other requirements of services requirement.	20 % of Contract price (within 15 days from submission of draft Enlistment at Sr. 3 & 4)

Consultant shall provide four (04) hard copies including original source file such as Excel, Word, Excel, PDF etc. for the above deliverable.

Liquidated Damages:

Failure to submit report within time defined in progress payment will result in Liquidated damages @ 2 % of payment of deliverable per month which are late. Maximum Liquidated Damages shall be 10 % of the Contract price.

9. Warranty: The service provider will be responsible for the completion of the whole of the services and any other requirements to be completed of the same nature related to the same contract, 6 weeks from the date of completion to the TransPeshawar.
10. Defects: All defects will be corrected/ additional requirement will be completed by the service provider without any cost to the Purchase/TransPeshawar within 6 weeks following the completion of the services.
11. Force Majeure: The Service Provider 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

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, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider 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. Service Requirements:

(i) Appendix-I provides the services requirements for Service Provider.

The Service Provider confirms compliance with above requirements.

13. Failure to Perform: The Employer may cancel the Agreement if the Service Provider fails to deliver the required services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Employer, without incurring any liability to the Service Provider.

NAME OF SERVICE PROVIDER: _____

Authorized Signature: _____

Place: _____

Date: _____

Services Required for Enlistment of Bus Owners and Staff of Existing Bus Industry IN PESHAWAR (Work Statement for Service Provider)

1. Background

Government of Khyber Pakhtunkhwa (KPK) has taken initiative to revamp the urban bus transport system in provincial capital of the province. In this regard, the Government of KPK has started construction of Bus Rapid System (BRT) in 2017. The corridor is 27-kilometer-long with 30 stations and will be connected through Feeder and Direct routes of about 55 kilometers. Because of integration of Direct Routes into main BRT corridor, the system is known as 3rd Generation BRT System. The BRT system will have 220 buses which includes 18-meter (65 numbers) and 12-meter long buses (155 numbers).

Construction work is implemented through Peshawar Development Authority (PDA) while procurement of buses, procurement of operating company for bus operation, procurement of BRT System Control Goods and Services, and Bus Industry Restructuring Program (BIRP) through TransPeshawar. TransPeshawar is public owned company established under Section 42 of the Companies Act 2017.

Upon completion of the Civil Works, the infrastructure will be handed over by PDA to TransPeshawar for operation of the System. Under the Khyber Pakhtunkhwa Urban Mass Transit Act, Khyber Pakhtunkhwa Mobility Authority can give directions to any person or entity to desist from operation of competing transport system. Therefore, from date of operation, all service will be discontinued and will not be allowed to ply on routes/ road which offers competition to BRT System.

To mitigate the negative impact of shifting of existing buses from proposed BRT system, the Government of KPK has launched a Bus Industry Restructuring Program (BIRP) to offer alternate opportunity to the owners and staff of existing bus industry. Government will give option to owners of the buses to scrap their bus against a certain fee plus business loss. Similarly, the Government also envision to offer jobs to the staff of existing bus industry in companies supposed to operate buses and ITS system. A detailed policy in this regard is approved by the Government of KPK along with forms which are to be filled along with documents required for enlistment.

TransPeshawar requires service provider for enlistment of Bus Owners who offer their buses for scrapping and enlistment of staff who are currently employed in the existing bus industry. It is expected that approximately 700 vehicles (Ford, Rocket, Minibuses) are to be registered for compensation along with approximately 3000 employees of all types of vehicles.

TransPeshawar will advertise the proposed policy in newspaper and ask the existing bus owners and staff to enlist under the proposed policy. The potential service provider has to facilitate TransPeshawar from advertisement till final enlistment of existing bus owners and staff.

2. Objective of Enlistment

Objective of this assignment is that service provider facilitate TransPeshawar in implementation of Bus Industry Restructuring Program specially in: -

- A. Enlistment and verification of Bus Owners who offer their buses (Mini buses, Rocket buses and Ford Wagon) for scrapping under the approved policy.
- B. Enlistment of existing bus industry staff includes all type of vehicles.

The detail scope of services is listed and summarized below: -

3. Detail Scope of Required Services

Service Provider shall undertake the following activities:

- A. Hiring staff (minimum qualification of 14-year education) to collect data from existing Bus Owners and staff. Tentatively this activity will be for two months and establish four counters each manned with two persons. This staff will be positioned in TransPeshawar office to collect documents (during office hours) from bus owners and staff and fill the requisite form. Furniture for this activity (for his staff) will be arranged by service provider while open space will be provided by TransPeshawar. Client reserve the right to ask qualification / degree of the staff deployed on this activity. If the staff under this category is required beyond two months, the contract price will be adjusted @ Rs. 25,000 per month per person (inclusive of all taxes) as per staff requirements of TransPeshawar.
- B. Establish information desk to facilitate existing bus owners and staff. Staff hired for this activity shall have minimum qualification of 14-year education. Staff shall provide information in accordance with the approved policy during office hours. Service provider to establish seven counters each manned with two persons. This staff will be position in seven terminals across the city. Tentatively this activity will be for three months. Furniture for this activity (for his staff) will be arranged by service provider. These information desks should be at seven different location of the city. Client reserve the right to ask qualification / degree of the staff deployed on this activity.
- C. Engage reasonable number of security guard (minimum eight) during enlistment process for ensuring discipline and facilitation of guests in TransPeshawar office under Activity-A. Tentatively this activity will be for two months. Service Provider has to arrange 25 chairs / seats and five pedestal fans for bus owners / drivers arriving for enlistments in TransPeshawar office. If the staff under this category is required beyond two months, the contract price will be adjusted @ Rs. 25,000 per month per person (inclusive of all taxes) as per staff requirements of TransPeshawar.

- D. Print and circulate 500 pamphlets on A4 size to bus owners and staff in buses and terminal for awareness purpose. Print and install streamers 50 number in different location of city for awareness of existing bus industry owner and staff.
- E. Approximately print 800 forms (each contains 6 pages approximately) to be handed over to bus owner and facilitate in entry of data.
- F. Collect documents/data from bus owners in accordance with approved policy and issue receipt with complete documents or deficiencies. Service Provider has to punch all collected data in excel. While the filled forms collected shall submit in scan format to TransPeshawar.
- G. Facilitate TransPeshawar in verification of documents in Excise and Taxation department regarding registration of vehicles and route licenses with Transport and Mass Transit Department.
- H. Provide final list of bus owners (both in hard and soft/excel) who are willing to offer their buses for scrapping with details such as type of vehicle, registration number, year of manufacture, last year in which route permit issued, comments of Excise and Taxation Department, comments of Transport and Mass Transit Department etc.
- I. Provide final list (both in hard and soft / excel) of staff who are willing to participate in new system with details such as name, CNIC number, contact number, proposed option of job category, existing job in industry, valid PSV license etc.
- J. Staff mentioned in this scope of work are the minimum staff which the Service Provider has to deploy. Additional management / supervision staff, data entry operators, support staff, transportation, taxes, etc. required will also be the responsibility of Service Provider.