



# TransPeshawar - The Urban Mobility Company

Request for Quotation  
Digital Agency for Zu BRT System - Updated January 2019



TransPeshawar

The Urban Mobility Company

A company set up under section 42 of the Companies Ordinance, 1984

## SHOPPING FOR GOODS AND RELATED SERVICES

### Procurement for selection of digital agency for TransPeshawar / Zu

Project Title: **Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project**

Source of Funding: **Asian Development Bank**

Contract Ref: **Digital Advertising Agency**

Date of this Request: **4<sup>th</sup> January 2019**

Deadline for Submission of Quotations: **2pm, 22<sup>nd</sup> January 2019**

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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. Set up under section 42 of the company's act, 1984, TransPeshawar is responsible for Bus Rapid Transit (BRT) project design, procurement, implementation, on-going BRT operations and service contract management. TransPeshawar is committed to provide quality ridership services to citizen of Peshawar.
2. TransPeshawar bus rapid transit 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. The BRT system is planned to be operating soon. To expand its outreach, marketing and promotion, TransPeshawar is looking for professional partner online /digital promotional companies.
3. The Companies will undertake creative, advertising and promotional online/ digital activities of TP digital accounts (Facebook and Twitter) .
4. TransPeshawar (Purchaser) hereby requests you to submit a high level technical and financial quotations with a total lump sum price (inclusive of taxes) for the development of the following items:
  - (i) **Promotion of TP digital accounts (each of Facebook and Twitter) to 0.5 million residents of Peshawar**
  - (ii) **Management of TP digital accounts for a maximum of 3 months to generate organic audience**
  - (iii) **Training of TP communication staff on handover**
  - (iv) **All other services as required in Appendix-1**

TransPeshawar is seeking a capable company with a proven track record of delivering digital promotional services for designing and executing online media campaigns. The campaigns will vary from a wider variety of organic posts and promotional advertisements on Facebook or twitter. Companies will develop a verity of audio and video material on BRT to engage online audience if needed.

To assist you in the preparation of your technical and price quotation, we enclose the necessary technical specifications for the Required Collateral (see Appendix 1) and the format to be used by the quotations (Supplier) for the Proposal (see Appendix 2).

It is understood that the bidder has gone through the entire request for quotation document and has complete understanding of the terms and conditions, scope of work etc. mentioned here along with their implications.

5. You must quote collectively for all the items under this request. A fixed lump sum fee inclusive of taxes should be quoted for items **(i) Cost of promotion of TP digital accounts (Facebook and Twitter each) to 0.5 million residents of Peshawar (ii) Management of TP digital accounts for a maximum 3 months to ensure organic promotion; (iii) Training of TP communication staff on handover (iv) All other Services as required in Appendix-1**, See also 10 (i) below. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated rating of all the items.
6. You shall submit one original of the Price Quotation (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:

TransPeshawar's Address:  
CEO, TransPeshawar  
2nd Floor Ali Towers (opposite Custom House)  
University Road, Peshawar

7. 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 quoted.

8. The deadline for receipt of your quotation (s) by the Purchaser is:  
**2:00 pm 22<sup>nd</sup> January 2019**

Members are also requested to send their representative to attend the bid opening meeting at **2:30 pm** same day at TP office.

9. 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 any further.**

10. 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 Supply is an integral part of the Contract.

- (i) PRICES: The following prices should be listed collectively in Pakistani Rupees (PKR) and inclusive of all taxes as per applicable rules in Pakistan:
  - **Cost of Promotion of TP digital accounts (Facebook and Twitter each) to 0.5 million residents of Peshawar**
  - **Cost of Management of TP digital accounts for 3 months**
  - **Training of TP communication staff on handover**
  - **All other services as required in Appendix-1**

All prices have to include all allied services costs, expenses, license fees (if any) and any other items and the final quoted prices should be all inclusive. The Supplier shall be entirely responsible for all Taxes, Duties, License fees etc. incurred until delivery of the final product under the contract to the Purchaser. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.

- (ii) EVALUATION OF QUOTATIONS: Offers determined to be **substantially responsive** to the technical specifications will be evaluated by comparison of their prices.

Technical specifications will comprise the bidder capability and relevant experience and approach that is specified in the quotation as mentioned in appendix 2 for details.

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 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 bidder refuses to accept the correction, his quotation will be rejected;

- (d) further, the Bidder in order to be **technically responsive** will have to ensure that:

- follows format of technical proposal as per **Appendix 2**
- it's a company or other legal entities (certificate of registration)
- it bares National Sales Tax Number (STN) and National Tax Number (NTN); and
- has carried out at least 1 contract in past three (3) years with value, nature, and complexity of contract should be comparable to the contract to be let.
- Be an active tax payer

- (e) Bidders should submit both technical (as per format provided) and financial proposals (as per form of quotations) in separate completely sealed envelopes. The financial proposals of only technically responsive firms will be opened.

- (iii) AWARD OF PURCHASE ORDER(s): The award will be made to the bidder based on price comparison of technically responsive firms. The successful bidder will be the one with the lower price meeting technical criteria the successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply. If the lowest evaluated bidder steps back, the contract will be offered to next lowest evaluated bidder.

- (iv) VALIDITY OF THE OFFER: Your quotation should be valid for a period of sixty (60) days from the deadline for receipt of quotation indicated in Paragraph 8 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 suppliers for the project for two years.

11. 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 enquiries in relation to this bid is TransPeshawar's nominated representative and is as follows:

**Name: Noman Manzoor, Communication Specialist, TransPeshawar**  
**Email Address: noman.manzoor@transpeshawar.pk**

The bidder whose quotation has been accepted will be notified of the award of contract through the Purchase Order/ Retainer Order issued by TransPeshawar.

12. 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.

13. Please confirm by e-mail (see email address in Paragraph 6) the receipt of this request and whether or not you will submit the quotation(s).

Yours sincerely,

**Noman Manzoor**  
**Communication Specialist**  
**TransPeshawar**

# 1 FORM OF QUOTATION

(on Company letterhead)

**To: CEO,TransPeshawar**

We offer to execute the **Procurement for the digital agency forTransPeshawar** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (*amount in words and numbers*) (\_\_\_\_\_) in PKR. We propose to complete the delivery of Services (see below) and described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

S.No.	Description	Unit Price inclusive of all the required services	Sales and all Other Taxes	Total Price	Deliver/Installation / Completion time
1	<p><b>Total price of TP digital promotion including</b></p> <ul style="list-style-type: none"> <li>(i) Promotion of TP digital accounts (Facebook and Twitter each) to 0.5 million residents of Peshawar</li> <li>(ii) Cost of Management of TP digital accounts for 3 months</li> <li>(iii) Training of TP communication staff on handover</li> <li>(iv) All other services as required in Appendix-1</li> </ul>				3 months

**Please quote a total lumpsum price for all the above services. The total price will be used for financial evaluation purposes.**

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 Supply, 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.

(Supplier to complete below)

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Supplier:**

**Address:**

**Phone Number:**

**Email Address:**

## 2. FORM OF CONTRACT

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_, \_\_\_\_ 201\_, between \_\_\_\_\_ (hereinafter called "the Purchaser") on the one part and \_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_ ) 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; Terms and Conditions of Supply
  - b) Technical Specifications (see Appendix 1)
  - c) Technical Proposal Format (see Appendix 2)
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 of goods and services 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 Islamic Republic 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**

### 3. TERMS AND CONDITIONS OF SUPPLY

Project Name: \_\_\_\_\_ Purchaser: \_\_\_\_\_

#### Schedules for Supply

- (i) **Promotion of TP digital accounts (Facebook & Twitter) to 0.5 million residents of Peshawar**
- (ii) **Management of TP digital accounts for 3 months**
- (iii) **Insights on social media monitoring and training of TP communication staff**
- (iv) **All other services as required in Appendix-1**

1. Fixed Price: The prices indicated in the Form of Quotation are firm and not subject to any adjustment during contract performance.
2. Delivery Schedule: The delivery of the advertising support services both design, development and execution of campaign should be completed as per the requirement of the TransPeshawar after of signing of contract. The agency will be on board till achieving the desired output, however the agency's services are likely to kicked off and will be on board for a maximum of 3 months, when advised by TP linking to onset of BRT operations. Any changes to the above are to be approved in writing by the Purchaser.
3. Insurance: The Supplier should have the necessary insurances to cover any Services and/or Goods supplied under the Contract.
4. Applicable Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
5. Bid Security: A bid security must be included with the submitting of Quotation in the form of a Pay Order/ Demand Draft / Call Deposit in the name of **"CEO, TransPeshawar (The Urban Mobility Company)"** amounting to **Pak rupees 30,000/-**. Payment of bid security in the form of Cash or Cheque shall not be entertained and such bids shall be returned (Non-responsive). Bid Security of unsuccessful bidders after evaluation will be released within 10 days of the issuance of purchase order to the successful bidder. The bid security will be released to the successful bidder after submission of Performance Security.
6. Performance Security: Upon acceptance of Award of Contract, the successful Bidder shall be required to provide a Performance Security of ten percent (10%) of the total Contract Price, from a scheduled bank, within thirty (30) days. Performance Security shall remain valid till the successful implementation of the contract.
7. Resolution of Disputes: 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 law or rules of Pakistan.
8. 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, source files, imagery, videos, music and other digital assets. The Supplier shall ensure that all approvals, registrations, licenses, permits and rights etc. which are necessary for use of the goods supplied/ service provided by the Supplier are legally acquired and assigned in the name of TransPeshawar. In case of any infringement on Intellectual Property Rights by the Supplier, the Supplier shall have sole control of the defense and all related settlement negotiations. Subject to above on intellectual property, the supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the supplier that existed before the effective date of the contract.
9. Payment: The payment will be made to the agency on lumpsum basis based on the target achieved of listed deliverables. TransPeshawar will make the payments within 30 days after receiving of invoice. Since the procuring firm will be using its own credit line, all the relevant expenses should be estimated and covered in



the price offered.

- (i) 1<sup>st</sup> payment (50% of contract value) .....on achieving/completion of 50 % of campaign target
- (ii) 2<sup>nd</sup> payment (50% of contract value) ..... on achieving complete 100% of campaign target

- 10. Warranty: Any Goods/services offered should be covered by manufacturer’s warranty for at least 12 months from the date of the successful installation of the “Goods” and completion of “Related Services” to the Purchaser.
- 11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 6 weeks following the design and development of campaign.
- 12. Force Majeure: The supplier 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 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.

- 13. Required Technical Specifications and Technical Proposal Format:
  - (i) Appendix 1 provides the Technical Specifications for the campaign
  - (ii) Appendix 2 provided the prescribed format for the Proposal

The Supplier confirms compliance with above specifications and format.

- 14. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods and services, 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:** \_\_\_\_\_

## **Appendix 1**

### **TransPeshawar Technical Scope of Services**

The digital advertising agencies will undertake creative, advertising and promotional activities, as and when required, by TransPeshawar. The agency will also support TransPeshawar for its digital marketing and creative services including supporting parallelly the ALT (Above the line), BTL (Below the line), events and other marketing activities. The agency will:

- Create visuals, copies and translations of online advertisements for promotion and marketing of Zu brand /TransPeshawar
- Report / block fake unofficial pages around Peshawar BRT
- Arrange for the best possible, cost effective online media spaces for placement of online advertisements
- Ensure the required placement of advertisements within the given deadlines
- Develop content based on brief provided for various marketing tools
- Report the effectiveness of TransPeshawar campaigns
- Perform any other assignment related to online/digital media
- Assist in online PR-blog related referral activities
- Conduct 1-2 days training of TP communications team on running effective social media campaigns, developing audio-video posts and lessons learned during Zu online campaign

## Appendix 2

### Online Agency Technical Proposal Format

The format of the detailed Proposal is provided below for guidance. The format has been provided to facilitate the comparative assessment of proposals in a consistent manner. Failure to use the format will render the proposal non-responsive and thus not fit for processing during the tender assessment.

Chapters to be provided in the Proposal are as follows:

1. Company information including:
  - 1.1. Scope of business services
  - 1.2. Years in business
  - 1.3. Customers
  - 1.4. Award(s) & requisite registrations with industry associations
  - 1.5. Office Locations
  
2. Details of relevant company experience
  - 2.1. Prior / present experience of working with national & international organizations
  - 2.2. Affiliated Services / One Window Services
  
3. Details of staff / assigned to Project.
  - 3.1. Total staff assigned to the design/ development/client handling of the TransPeshawar account
  - 3.2. List key creative resources (social media experts, graphic designers, content writers etc.)
  
4. Media Insights
  - 4.1. Snapshot of social media scene in Peshawar
  
  - 4.2. Most popular online media channels/pages/twitter accounts in Peshawar
  
  - 4.4. Sample online media plan for BRT launch with budget focused for target audience of Peshawar which is lower and middle-class commuters, residents of Peshawar and surrounding area
  
5. Details of one referee where the agency is already on board
  
6. Any other documentation to enhance proposal.

#### **IMPORTANT**

**The full Proposal must comprise the following document to be compliant:**

- **Form of Quotation**
- **Form of Contract**
- **Terms and Conditions of Supply**
- **The Technical Proposal using the prescribed format.**