

Request for Quotation (RFQ)

Supply and Installation of Shutters
for Shops in Underpass

3 (Faisal Colony)
&
6 (Gulbahar Chowk)



REQUEST FOR QUOTATION (RFQW)

Project Title	Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk)
Source of Funding	Asian Development Bank (ADB Loan 3543-PAK)
Tender Ref. No.	TPC/P&C/UP/2019/001
Bid Security	Deposit at Call/Bank Draft/Pay Order in the name of The CEO, TransPeshawar, for an amount of PKR 30,000
Performance Guarantee	Upon Award of Contract, the successful Bidder shall be required to provide a Performance guarantee in the amount of ten percent (10%) of the total Contract Price, from a scheduled bank of Pakistan, within fourteen (14) days. Performance guarantee shall remain valid throughout the execution of contract and shall be returned within 10 days after the expiry of defect liability period and satisfactory performance.
Date of this Request	06-November-2019
Deadline for Submission of Quotations	2:00 PM PST, 20-November-2019
Place of Submission	TransPeshawar (The Urban Mobility Company)

To:

Subject: **Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk)**

Sir/Madam:

1. The TransPeshawar (hereinafter shall be termed as "Employer") has been established by the Government of Khyber Pakhtunkhwa under section 42 of the companies Ordinance 1984 (now Companies Act 2017).
2. The objective of this project is to provide shutters to the shops constructed under the **Peshawar Sustainable Bus Rapid Transit Project** (Civil Works) by PDA.
3. The Employer, hereby request you to submit a **Quotation** for the mentioned work inclusive of all applicable taxes (income tax, sales tax on services etc.).
4. To assist in the preparation of your price quotation, the necessary specifications, bill of quantities and drawings, form of quotation and a draft form of contract are enclosed.

5. You are advised to visit the site of the work(s) at your own expense, and obtain necessary information required for preparing your quotation.
6. You shall submit only one quotation. Your quotation 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 Quotation, your quotation will not be considered further.
7. You shall submit one original Price Quotation with the Form of Quotation, and clearly marked "**Original**". In addition, you shall also submit two copies marked as "**COPY**". In case of any discrepancy between the original and copy, the original shall prevail.
8. Your quotation in duplicate and written in **English** language shall be for the whole work(s) and based on the **unit and total price indicated in the filled-in Bill of Quantities**. In case of any discrepancy between the original and duplicate, the original shall prevail.
9. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered at the following address;

Employer's Address : Chief Executive Officer
TransPeshawar (The Urban Mobility Company)
2nd Floor, Ali Tower
University Road, Peshawar
Khyber Pakhtunkhwa
Telephone : +92 91 5700127-28
E-Mail : fayyaz.khan@transpeshawar.pk

10. If you, however, have been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, you shall be disqualified.
11. You must provide evidence of availability of financial resources to successfully complete the work(s) in the amount of PKR1.0 Million. Otherwise, you will not be considered further.
12. Your quotation should be submitted in accordance with the attached form(s) and as per the instructions below.
 - (i) **Prices:** The price (in Pak Rupee) should be quoted for the required work(s) given under paragraph 3.
 - (ii) **Evaluation of Quotation:** Offers determined to be substantially responsive to the technical specifications, will be evaluated by comparison of their prices. An offer is not substantially responsive, if it contains material deviation(s) or reservation(s) to the term(s), condition(s), and specification(s) in this Request for Quotation, and it will not be considered further. The Employer will evaluate and compare only the Quotations to be substantially responsive. In evaluating the quotation(s), the Purchaser will adjust for any arithmetical error(s) as following:
 - (a) where there is a discrepancy between amounts in figures and/or in words, the amount in words will govern;
 - (b) where there is a discrepancy between the total price in the Bill of Quantities or the quoted amount indicated in the Form of Quotation, the total price in the Bill of Quantities shall govern;
 - (c) 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; and if you refuse to accept the correction(s), your quotation will be rejected.
 - (d) In addition to the quoted price, the evaluated price shall include all applicable Tax as applicable in Khyber Pakhtunkhwa and Pakistan.
 - (iii) **Award of "Letter of Acceptance":** 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 the work(s). Required Technical and Financial capabilities are as follow;

(a) Technical Capabilities:

- i. Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the value of works.
- ii. PEC registration for year 2019-20 in category C-5 or above.
- iii. Affidavit that the Company/Firm is not blacklisted
- iv. At least Three years of experience in construction of civil works

(b) Financial Capability:

- i. Registration with FBR and on Active Tax Payer List (ATL).
- ii. Registration with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services (where applicable)
- iii. Financial statements for the last three years
- iv. Minimum Annual turnover of PKR 2.0 Million based on latest financial statement.

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

- (iv) **Validity of the offer:** your Quotation should be valid for a period of Thirty (30) days from the deadline for receipt of Quotation. If you withdraw your quotation during the validity period and/or refuse to accept the award of the contract when and if awarded, then the bid security will be forfeited.

13. Bidders should note that during the period from the receipt of the quotation and until further notice from the Employer, all queries should be communicated in writing using email only. The contact for all enquiries in relation to this quotation is as follows;

To: Fayyaz Ahmad Khan : fayyaz.khan@transpeshawar.pk and
Cc: Aftab Alam : Aftab.alam@transpeshawar.pk

14. The Employer will award the contract to the Contractor whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ) and has offered the lowest evaluated Price Quotation.
15. The quotations shall be opened in public in the presence of contractors' representatives who choose to attend, on same date as for quotation submission at the same address.

16. Bid Security

- 16.1. Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Pak Rupees in the form of Deposit at Call or Bank Draft/Pay Order from scheduled Bank in Pakistan in favor of Procuring entity valid for a period of thirty (30) days beyond the bid validity date.
- 16.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the procuring entity as non-responsive.
- 16.3. The bid security of unsuccessful bidders will be returned upon award of contract to the successful bidders or on the expiry of validity of Bid Security whichever is earlier.
- 16.4. The Bid security may be forfeited:
 - 16.4.1. If a bidder withdraws his bid during the period of bid validity; or
 - 16.4.2. If a bidder doesn't accept the correction of his Bid Price, pursuant to Sub-Clause 12 (II) hereof; or

16.4.3. In the case of a successful bidder, if he fails to:

16.4.3.1. Furnish the Performance security in accordance with Clause

16.4.3.2. Sign the contract agreement, in accordance with sub-clause

17. Performance Guarantee

- 17.1. The bidder shall furnish a performance guarantee in the form and the amount stipulated within a period of fourteen (14) days from scheduled bank of Pakistan after the receipt of Letter of Acceptance.
 - 17.2. The performance guarantee shall remain valid throughout the execution of contract and shall be returned within 10 days after the expiry of defect liability period and satisfactory performance.
 - 17.3. If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.
 - 17.4. The Performance Bank Guarantee may be forfeited if the contractor fails to deliver in accordance with the terms and conditions of the contract or commits any breach of the Contract.
18. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Employer within thirty (30) days from the date of submission of quotation. The firm will be closely in contact with Employer representative for the actual start of the activity
 19. The Employer intends to apply for funds from the Asian Development Bank (ADB) for eligible payments under the Contract resulting from this RFQ.
 20. The Request for Quotation is being conducted under ADB Procurement guidelines. Under ADB's Anticorruption 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.
 21. Please Confirm by e-mail the receipt of this request and whether or not you will submit the price quotation.

Sincerely Yours,

TransPeshawar
(The Urban Mobility Company)

1. FORM OF QUOTATION

Date:

To:

Fayyaz Khan (CEO)
TransPeshawar
2nd Floor, Ali Tower
University Road Peshawar
Khyber Pakhtunkhwa

We offer to execute the **Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk), Contract No.TPC/P&C/UP/2019/001** in accordance with the Conditions of the contract accompanying this Quotation for the Contract Price of PKR_____ (amount in words) PKR_____ (amount in numbers). We propose to complete the Works described in the Contract within a period of Thirty (30) days 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 you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer, warranty conditions imposed by the Request for Quotation and the Terms and Conditions of contract required by the proposal documents.

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.

Authorized Signature : _____

Name and Title of Signatory : _____

Name of Contractor : _____

Address : _____

Phone Number : _____

Fax Number, if any : _____

Email address (optional): _____

2. FORM OF CONTRACT

Name of Contract: Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk)

Contract Number: TPC/P&C/UP/2019/001

This Contract is made this _____ day of _____ 201_ between TransPeshawar (The Urban Mobility Company) on the one part (hereinafter called the Employer) and _____ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations for **Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk)** and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated _____ for the execution and completion of such works and the remedying of any defects therein. TransPeshawar has accepted the Quotation under Contract at the sum of PKR _____ (in words) _____ (in figures), hereinafter called "the Contract Price".

Now this Contract witnesses as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz;
 - (i) The Letter of Acceptance
 - (ii) Form of Quotation
 - (iii) Terms and conditions
 - (iv) Request for Quotation
 - (v) Bill of quantities
 - (vi) Specifications
 - (vii) Drawings
3. The Contractor hereby covenants to execute the works fully described in the contract in a professional and workmanship like manner in accordance with the Terms and Conditions of Contract.
4. In consideration thereof the Employer covenants to pay the Contractor the contract price of _____ (in words and figures) in the manner as mentioned the Terms and Conditions.

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

Signature and seal of the Employer:
FOR AND BEHALF OF

Signature and seal of the Contractor:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

3. TERMS AND CONDITIONS

Project Name Supply and Installation of Shutters along with sign boards for shops in Under Pass 3 (Faisal Colony) & 6 (Gulbahar Chowk)

Employer TransPeshawar (The Urban Mobility Company)

Completion Period Thirty (30) days from date of signing of the Contract

1. The Contractor remedy all defects without any cost to Employer within 07 days of notification by the Engineer in charge during the period of execution of the contract and thereafter defects notified within the defect liability period;
2. The Employer reserves the right to terminate the contract due to unsatisfactory performance within 10 working days after giving a written notice.
3. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer in charge shall certify that the contract has been frustrated. In such an event, both the Employer and Contractor will have a right to terminate the contract by giving 10 working days notice to the other party without any financial repercussions on either side.
4. Payments after termination or frustration shall consider the value of work completed and materials delivered by the Contractor, and the advance payment made by Employer
5. All material and construction equipment on site, temporary works, and Works shall be deemed to be the property of the Employer if the contract is terminated due to fault of the Contractor;
6. The Contractor will in all cases abide by the directions of the Engineer in charge.
7. The Contractor shall submit to the Engineer in charge, a program within 05 working days after signing the contract describing general methods and schedule to complete the works;
8. No part of the works shall be subcontracted without prior approval of the Employer.
9. New items of work performed as ordered by the Engineer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the unit rate(s) that will be binding on the Contractor;
10. The Law governing the contract shall be applicable laws of Islamic Republic of Pakistan;
11. The Contractor shall be responsible for the safety of all the activities and any damages to the existing infrastructure on the Site. Contractor shall be responsible for the repair of any damage(s) caused during execution of the contract and bringing it back the condition before damage to the satisfaction of Engineer in charge.
12. During execution of work(s), the Engineer in charge will carry out inspection of work(s) at site to verify that work(s) are executed by the Contractor in accordance with the required specifications and finishing according to the satisfaction of Engineer in charge. Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with paragraph (1) above;
13. Either party may terminate the Contract by giving a 10 working days notice to the other for unforeseen events such as wars and acts of Gods such as earthquake, floods fires etc. In such case the payments will be made to the date of termination of contract;
14. The Contractor is responsible for all taxes, duties. levies, etc. in accordance with the laws of the Islamic Republic of Pakistan; and
15. The disputes between the Employer and the Contractor arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains

unresolved between Employer and the Contractor, the dispute shall be settled in accordance with the provision of the Arbitration Act 1940 of Pakistan.

16. Payments shall be made to the contractor within Ten (10) working days from the date of the payment request submitted by the contractor shall be made following manner:

- (i) The Contractor shall submit manually signed Invoice certifying that the work done is in accordance with the contract. The invoice shall have serial no with date of submission.
- (ii) Payment will be made after completion of shops greater than or equal to a minimum of 10 shops with all allied works and commissioning.
- (iii) Successive payment will be made for shops greater than or equal to 10 Shops
- (iv) The final payment could for less than 10 shops.

17. The defect liability period will be 12 months after taking over of all completed work by the Employer.

Name of the Contractor : _____

Authorized Signature : _____

Place : _____

Date : _____

LETTER OF ACCEPTANCE

Date: _____

To:

Dear Sir or Madam,

This is to notify you that your Quotation dated _____ for execution of the **Supply and Installation of Shutters for shops in Underpass 3 (Faisal Colony) & 6 (Gulbahar Chowk)** for the Contract price of _____ *[amount in words and figures]*, as corrected and modified in accordance with the Request for Quotation has been accepted by us.

You are also requested to sign the attached contract form and commence construction of the Works not later than 10 working days, and ensure the completion of the Works within the construction period specified in the contract.

For and on behalf of the Employer:

Authorized Signature: _____

Name of Signatory : _____

Title : _____

SECTION 1 - SPECIFICATIONS

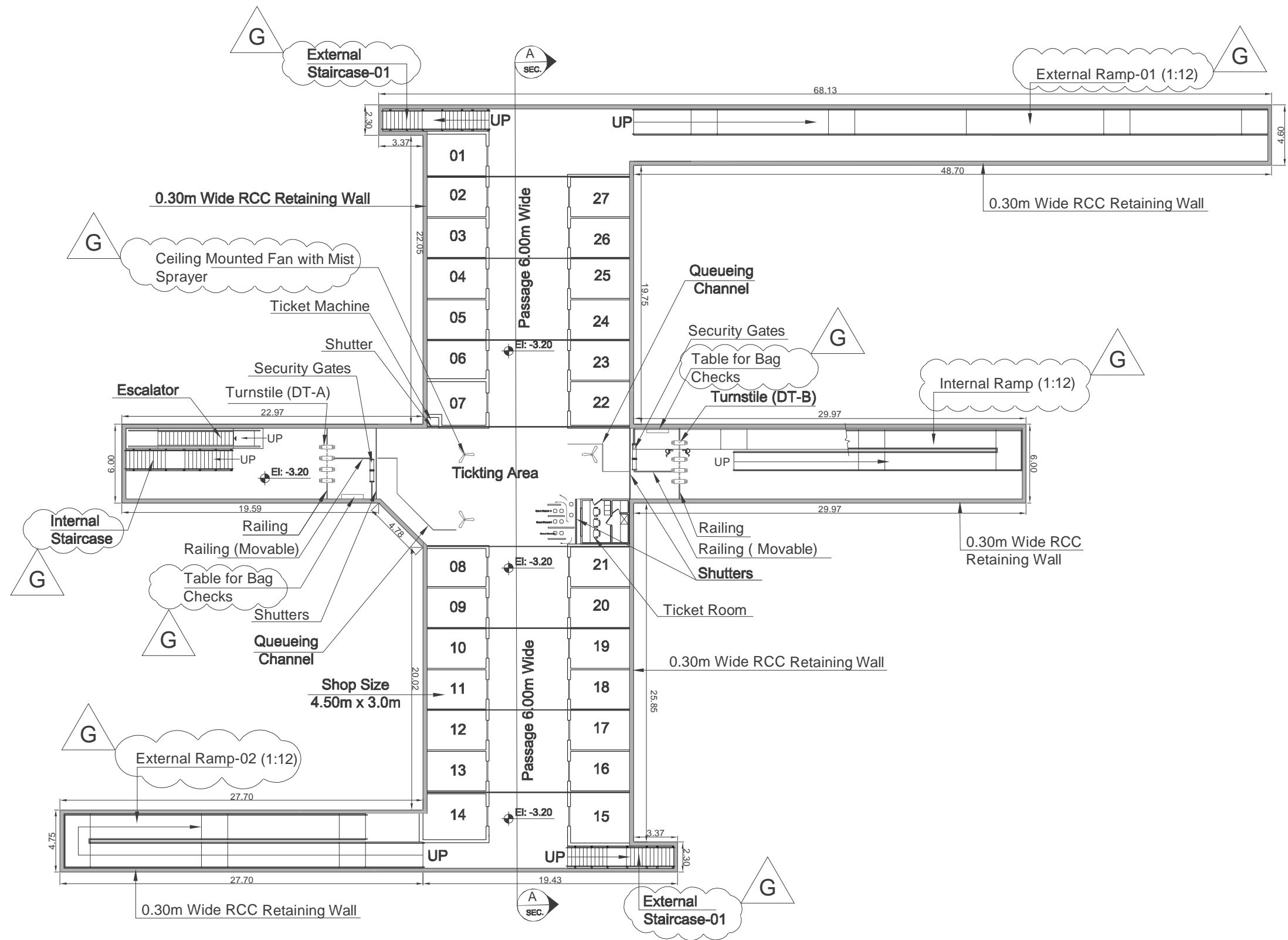
Shutters for Shops:

Ser. No.	Material	Dimensions (Gauge/Inch/Feet/mm/Kg)
1	Shutter Sheet (Coloured)	26 Gauge
2	Covering Box (Coloured)	26 Gauge
3	Channels (U-Shape)	2.0 x 1 Inch (14 Gauge)
4	Lock Angle	1.5 x 1.5 Inch (3 mm Thick)
5	Springs (3 no.s)	10 Inch Long (3 mm thick)
6	Connecting Rods	1.5 Inch 20 Feet (13 Kg) or 16 Gauge
6	Rollers	10 feet (5 Intervals) 08 feet (4 intervals) [Each interval shall not be more than 600mm or as per the direction of Engineer in charge]
7	Locks	One Pad Lock Tri Circle China 38 mm to be installed after successful completion.
8	Miscellaneous item if required	Any item / work / tools / supplies / generator etc. that is required to complete the job in all respect to bring the shutter in full operation.

SECTION 2 - BILL OF QUANTITIES

[illegible]

SECTION 3 – DRAWINGS



- General Notes:
1. For locations of mist spray fans, ceiling lighting, power provisions, CCTV cameras, PA announcement system refer to electrical drawings
 2. For locations of floor drains, rest room drains, water and sewerage lines refer to the PH drawings
 3. For signage locations refer to signage drawings

Revision Notes:
G - Trash bin description added. Revisions clouded. General Notes Added.

STAMP & SIGNATURE :

STAMP & SIGNATURE :

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STAMP & SIGNATURE :

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APPROVED BY: ODBM DATE:

APPROVED BY: Trans Peshawar DATE:

APPROVED BY: ADB DATE:

APPROVED BY: PDA DATE:

Consultants



Client



Transport and Mass -Transit
Department (TMTD)
Government of Khyber Pakhtunkhwa
Pakistan



Peshawar Development Authority (PDA)
Government of Khyber Pakhtunkhwa
Pakistan

Financing Agency



ASIAN DEVELOPMENT BANK

Project

Peshawar Sustainable Bus Rapid Transit
Corridor Project - Project Design Advance

Rev	Date	Drawn	Description	Ch'k'd	App'd
F	23-02-2018	M	Changed As Per ADB /ODBM / TP	MA	TM
G	13-05-2018	M	Changed As Per ADB /ODBM / TP	MA	TM

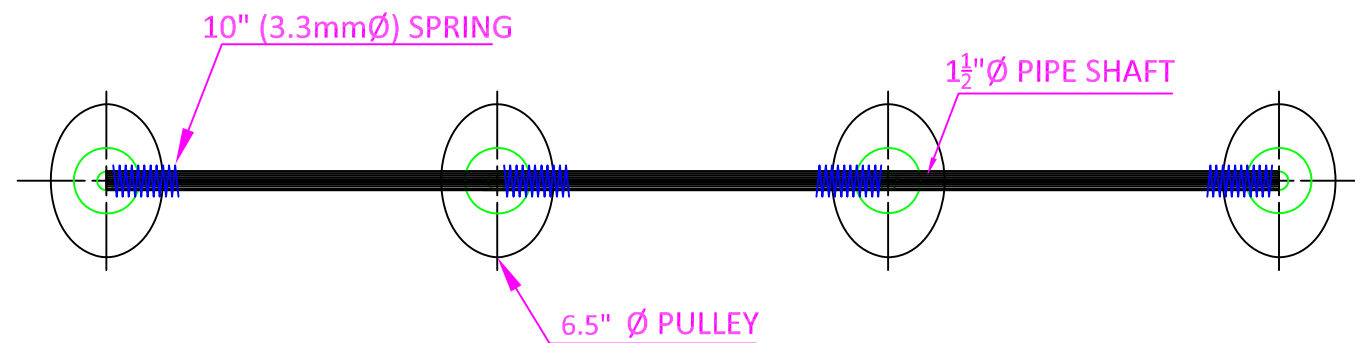
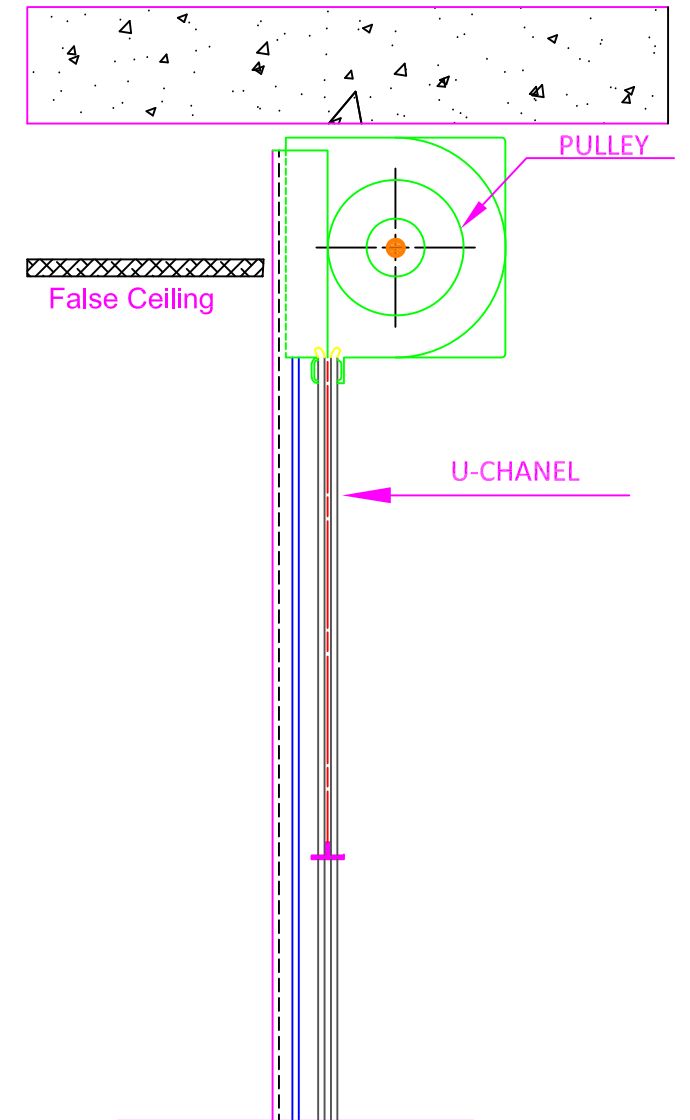
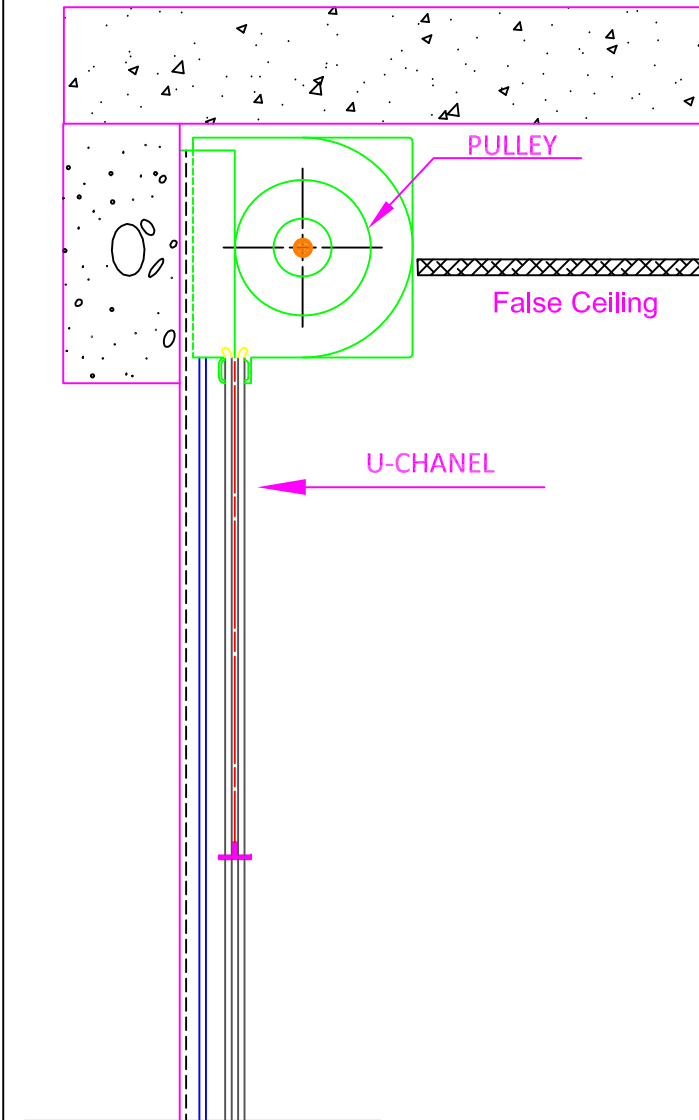
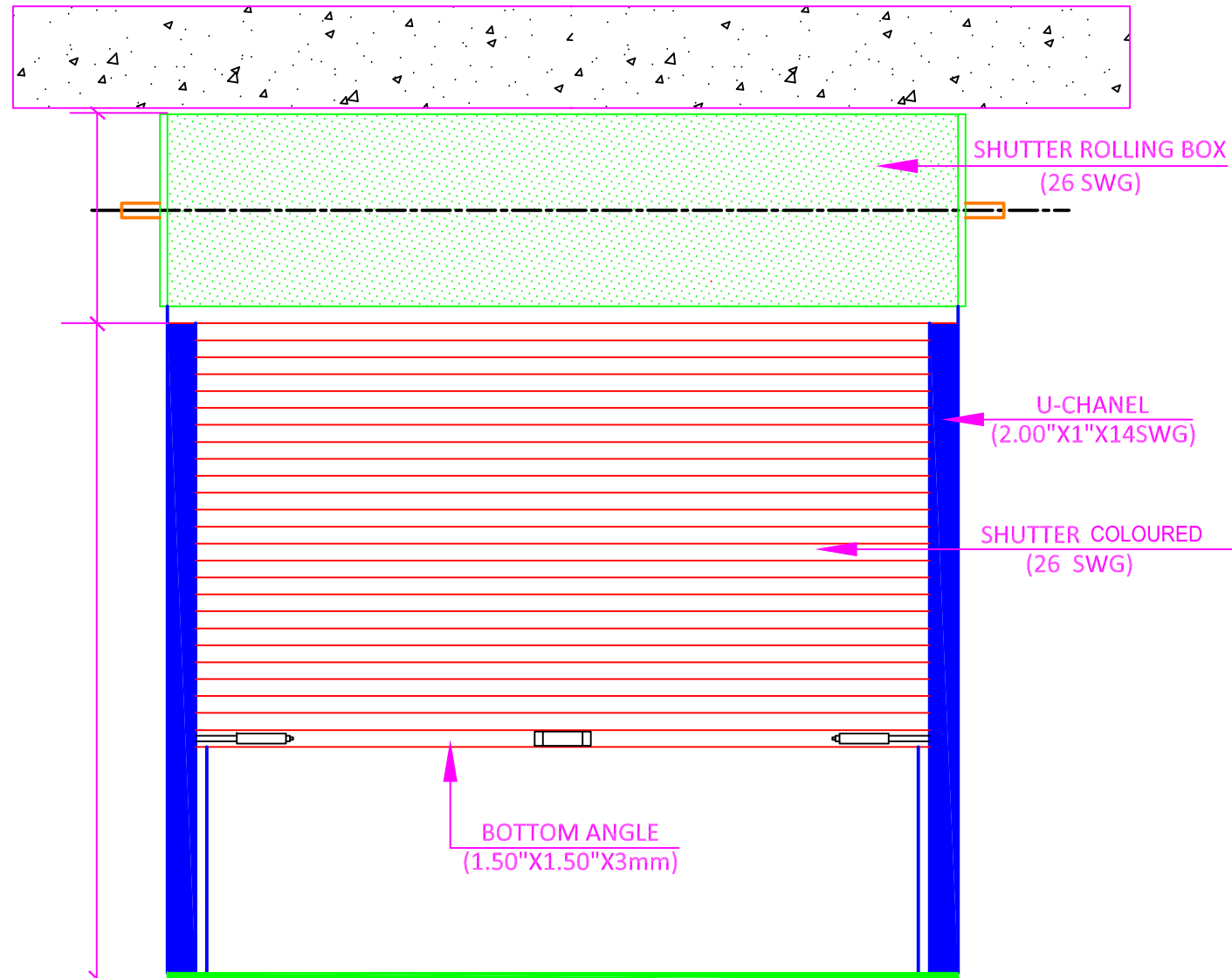
THIS DRAWING SUPERSEDES ALL DRAWINGS BEARING A LOWER REVISION NUMBER

Title
PROPOSED UNDERPASS PLAN
BRT BUS STATION-03

Drawing No.
MMP-001020-A-DR-BS-03-0211

Designed	MA
Drawn	M
Checked	MA
Approved	TM
Scale at A3	1:350
Rev	Status
G	CON

SHUTTER GATE TYPICAL ELEVATION & SECTION



Client:-



TransPeshawar
(The Urban Mobility Company)

Consultants:-

Project

Peshawar Sustainable Bus Rapid
Transit Project

DRAWING TITLE:

SHUTTER GATE TYPICAL ELEVATION & SECTION

DATE:
01/11/2019

DRAWN BY:
Aftab Alam

CHECKED BY:
Fayyaz Khan