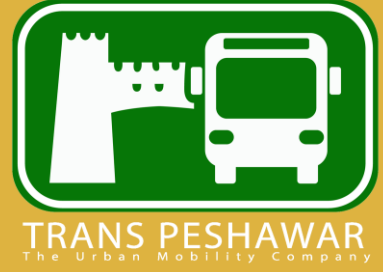


**TransPeshawar (The Urban Mobility Company)**



## Request for Quotation (RFQ)

**Hiring of Custom Clearance Agent (CCA) for Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services**

<b>Project Title</b>	Hiring of Custom Clearance Agent (CCA) for Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services
<b>Source of Funding</b>	ADB Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project
<b>Contract Ref</b>	CCA-02
<b>Date of this Request</b>	February 04, 2019
<b>Deadline for Submission of Quotations</b>	2:00 PM Pakistan Standard Time February 21, 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 Hayatabad in the west. Peshawar BRT system is planned to be operating by June 2019. The potential **CCA** will provide the complete services to TransPeshawar and provide necessary support, documentation and assistance in smooth custom clearances for Goods to be delivered under the Contract of BRT System Control Goods and Services. Goods to be delivered under this contract and cleared by CCA are detailed in Appendix-I. Cost of goods to be cleared under the Contract are approximately USD 13.9 Million. This is the contract value which was signed between Contractor and TransPeshawar. Actual value of goods to be cleared may be different.
2. TransPeshawar hereby requests you to submit a quotation with a total lump sum price inclusive of all taxes (income tax, sales tax on services etc.) for custom clearances of Goods in accordance with required services at Appendix- II.
3. TransPeshawar is seeking the services of capable national agent(s) 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.
4. 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 implication.
5. 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.

6. 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, 2<sup>nd</sup> Floor (opposite Custom House)**  
**University Road, Peshawar.**  
Telephone: 0323 3922028

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 of services.
8. The deadline for receipt of your quotation (s) by the TransPeshawar at the above address is **2:00 PM (PST) February 21, 2019.**
9. 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 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 Services is an integral part of the Contract.
- (i) PRICES: The prices should be quoted for the whole of the services given under paragraph 2 and (Appendix II) 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). And the quantities (to be cleared) can vary by a percentage of increase or decrease by 30%.

Any other costs (any government fees, port fees, shipment charges etc other than the service costs) incurred during performance of the services will be paid by CAA and reimbursed/paid as applicable as per the actual by TransPeshawar subject to receipts.

- (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
    - ❖ Custom House Agent License
    - ❖ Minimum of three years' experience from date of registration
    - ❖ At least one project of goods clearance of IT system related to mass transit systems such as Automated Fare Collection System, or CCTV, or Scheduling etc.
  - b) Financial Capability
    - ❖ Registration with FBR and on Active Tax Payer List
    - ❖ Registration with Provincial Revenue Board
    - ❖ Financial Statements of last three years
    - ❖ Minimum Annual turnover of PKR 3 Million

Proof of above documents by the bidders to be technically 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 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 vendors/service providers 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 enquires in relation to this quotation is as follows:

Name: Mr. Mustafa Beg

Email Address: [mustafa.beg@email.com](mailto:mustafa.beg@email.com) with cc [fayyazak@yahoo.co.uk](mailto:fayyazak@yahoo.co.uk)

12. 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 once the goods procurement has been completed and the shipment process is started.
13. 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.
14. Please confirm by e-mail (see email address in Paragraph 11) the receipt of this request and whether or not you will submit the price quotation(s).

Yours sincerely,

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**TransPeshawar**

# 1 FORM OF QUOTATION

To: CEO TransPeshawar

Address:

CEO TransPeshawar (The Urban Mobility Company),  
Ali Tower, 2<sup>nd</sup> floor (opposite to Custom House),  
University Road Peshawar

We offer to execute the Hiring of Custom Clearance Agent (CCA) for Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services (CAA-02) 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 Taxes (B)	Applicable Sales Tax on services in PKR (C)	Total Price in PKR (B+C)
1	All services as per para 2 and Appendix 1 of this RFQ	Goods and allied equipment as per Appendix-II			

\* Quantities can vary by a percentage of increase or decrease by 30%.

\*\* Allied goods includes diagnostic tools and spare parts & accessories.

We propose to complete the Services (mentioned in Appendix-II) 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 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.

(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 *Hiring of Custom Clearance Agent (CCA) for Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services (CAA-02)* to be provided by the service provider, viz. Contract for *Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services* (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) Tentative List of Equipments / Goods to be cleared at Custom (Appendix-I)
  - d) Required Services (Appendix-II)
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 Custom Clearance Agent (CCA) for Goods Clearance of Peshawar Bus Rapid Transit (BRT) System Control Goods and Services

**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 270 days from the actual start of the services confirmed with TransPeshawar but not exceeding 365 days from the date of the actual start date. The timeline does not include the defects period or completion of any additional requirements after the arrival of shipments in Peshawar.
3. Insurance: The Service provider is not responsible for the necessary insurances to cover under the Contract as the Goods will already be insured by the goods provider/Contractor.
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/CAA shall provide the following documents to the Employer:
  - (i) copies of the invoices showing the description, quantity, unit price, and total amounts;
  - (ii) fees and charges paid; and
  - (iii) any other documents required.

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.

No.	Milestone	Time Period for Payment	Payment
1	Clearance of each lot (Total number of 8 lots)	15 days from Clearance of lot upon submission of invoice and details of goods cleared	10 % of contract price
2	Upon Completion and submission of all documentation and clearance of goods, if exceed by 8 lots	Within three weeks of clearance of all the lots	20% of 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/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 provider the list of Goods/Equipment to be cleared at custom.
  - (ii) Appendix-II provides the services requirements for CCA contract.

The Service Provider/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:** \_\_\_\_\_

Peshawar Sustainable Bus Rapid Transit Corridor Project SYSTEM CONTROL GOODS AND SERVICES			Appendix-I
Item #	Product / Service	Item Description	Quantity
<b>Schedule No. 1: Supply and Installation of Products for ITS System including Support Services during Warranty</b>			
1	All	Software development for KPI monitoring, Timetabling, Scheduling, Controlling, Passenger Information. Inclusive of workstation licenses and a website or any other item required for ready to use system/operation	1
2	All (Data Centre)	Hardware for KPI monitoring, Timetabling, Scheduling, Controlling, Passenger Information, inclusive of data storage, backup and failover systems or any other item required for ready to use system/operation	1
3	KPI Monitoring	Workstations	4
4	KPI Monitoring	Software	1
5	Timetabling	Workstation	1
6		Software	1
7	Scheduling	Workstations	1
8		Software	1
9	Controlling	Workstations	5
10		Video Wall	1
11		Software	1
12	Passenger information Systems	Workstations	2
13		Software	1
14	Asset Management System	Asset Management System with RFID tags and necessary equipment's	1
15	Website		1
16	Mobile apps	Android and iPhone app	2
17	UHF/VHF	Transmitter/Receiver, antenna	1
18		UHF/VHF mobile radio	20
19	Test Bench	Full system	1
<b>Bus ITS</b>			
20	Controlling	AVL systems	220
21	UHF/VHF communications	Bus components	220
<b>Station ITS</b>			
22	Passenger Information Dispatching	Passenger Information Displays (Platform)	336
23		Passenger Information Displays (Station)	54
24		Public Address Speaker	162
25	Communication	UHF/VHF mobile radio	70
26		IP Phones in ticket office	90

Peshawar Sustainable Bus Rapid Transit Corridor Project SYSTEM CONTROL GOODS AND SERVICES			Appendix-I
Item #	Product / Service	Item Description	Quantity
<b>Schedule No. 2: Supply and Installation of Products for Fare System including Support Services during</b>			
1	All	Software development for Fare System Equipment and Software, inclusive of integration with mobile money providers and delivery of a website or any other item required for ready to use system/operation	1
2	All (Data Centre)	Hardware for Fare System Equipment and Software central systems or any other item required for ready to use system/operation	1
3	All	Level 2 systems(As needed)	1
4	All	Operational Control Center workstations	10
5	Fare Media	Pieces	1,500,000
6	Fare Media Issuance	Personalization machine (As needed)	1
7	Access Control	Automatic Gate (Entry)	-
8		Automatic Gate (Exit)	-
9		Automatic Gate (Bidirectional)	190
10		Automatic Gate (wide)	54
11		Validator	709
12		Mobile Inspection and Validation Devices	69
13	Sales	Point of Sale	85
14		Fare Vending Machine	54
15	Call center	Complete call center system including software,	1
16		Workstations inclusive of licenses	10
17	Test bench	Full system	1

Peshawar Sustainable Bus Rapid Transit Corridor Project SYSTEM CONTROL GOODS AND SERVICES			Appendix-I
Item #	Product / Service	Item Description	Quantity
<b>Schedule No. 3: Supply and Installation of Products for Station Management including Support Services during</b>			
1	CCTV	Short range camera	550
2		Long range camera	214
3	VMAS	Central system and storage or any other item required for ready to use system/operation	1
4		Video wall	1
5		VMAS workstation	15
6	Security Systems	Handheld metal detector	577
7		Stationary metal detector	123
8		Tables or desks	100
9		Security vehicles including registration of vehicle on the name of Employer	3
10		Taser Guns	317
11	Cleaning	Street sweeper including registration of vehicle on the name of Employer	1
12	Uniforms	Uniforms for personnel	2,500
13	Station Wifi	Router and all access points (per Station)	30
14	Biometric System	Software	1
15		Machine at Stations	30

<b>Schedule No. 4: Supply and Installation of Products for Bicycle Sharing System including Support Services</b>			
1	System management software	Software development for bicycle fleet management, redistribution management, and customer account management	1
2	Website		1
3	Mobile apps	Android and iPhone app	1
4	Bike Sharing stations	Terminal Kiosks with all associated cost	32
5		Docks	540
6		Validators (Quantity depends on bicycle release & return mechanism)	540
7	Vehicles	Bicycle Sharing Vehicles	360
8		Redistribution flatbed trucks including registration on the name of Employer	3

Peshawar Sustainable Bus Rapid Transit Corridor Project SYSTEM CONTROL GOODS AND SERVICES			Appendix-I
Item #	Product / Service	Item Description	Quantity
<b>Schedule No. 5: Supply and Installation of Products for Supporting Infrastructure including Support Services</b>			
1	Primary system	Armored Optical Fiber backbone in a ring design Direct burial metal free – DBmf blown fiber Up to 35 km primary link and up to 35 km secondary link - 3.5 mm – 5 mm micro duct diameter. 48 or more core fiber.  Inclusive of all patch cords, pigtails, midcouplers, stakboxes, fiber splicing, termination panels, outdoor distribution boxes, installation and certification	1
2		Managed switches, routers (per Station, depot, Operational Control Center) or any other item required for ready to use system/operation	32
3		In-station UTP-cabling (per Station) or any other item required for ready to use system/operation	30
4		Depot UTP cabling (per Depot)	2
5		Operational Control Center UTP cabling	1
6		Air-Conditioned for Data Cabin at Stations	38

## Work Statement for CAA Services

### Background

TransPeshawar is a section 42 company established under companies Act, 2017 by Government of Khyber Pakhtunkhwa and is responsible for implementation of mass transit projects assigned by Khyber Pakhtunkhwa Urban Mobility Authority.

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 kilometer bus routes.

TransPeshawar has signed contract for procurement of System Control Goods and Services for Peshawar BRT System. Major component to be procured under the Contract are (more details available in Appendix-I): -

- ❖ Intelligent Transportation System (VLU, PIS, etc.)
- ❖ Automated Fare Collection System (TVM, fare gates, and allied system etc.)
- ❖ Station Management (Security vehicles, CCTV, truck etc.)
- ❖ Bicycle Sharing System (Bikes and allied systems etc.)

Goods are procured by a third party contractor on behalf of TransPeshawar where under the same contract, TransPeshawar is responsible for payment of custom duties, taxes etc. at custom clearance.

Custom Clearance Agent is required to provide full services to TransPeshawar for clearance of goods to be procured under the Contract System Control Goods and Services ("**Goods**"). These Goods are expected to arrive Pakistan from March 2019 to November, 2019 in at least eight lots. Two of the lots needs to be cleared for custom at Islamabad International Airport and six lots to be cleared for custom at Karachi port. Potential Custom Clearing Agent is required to clear goods at all locations within Pakistan, if other than Karachi and Islamabad.

TransPeshawar is looking for professional services of CCA to clear goods at custom on behalf of TransPeshawar.

### Objective of Services

Custom clearance at Islamabad International Airport and Karachi Port on behalf of TransPeshawar.



## **Scope of Services**

Details scope of services are as follows:

- a) Lead the overall process of the custom clearances of Goods and allied equipment.
- b) Effectively coordinate with Contractor (to be introduced by TransPeshawar) for required documentation at custom clearance.
- c) Prepare list of documents and assist in preparation of documents needed for Import/ custom clearance.
- d) Check vessel arrival & terminal details with shipping line or forwarder.
- e) Check freight condition and report any damages to TransPeshawar or port authority or manufacturer, whatever is applicable.
- f) Prepare documentation and intimate the details of amount/money required by TransPeshawar for Custom Duty & other charges.
- g) Payments of duties and taxes by CAA to respective authorities on behalf of TransPeshawar upon receiving of the said amounts from TransPeshawar (bank drafts in the name of Custom Collector / port authorities etc.).
- h) Processing of examination process.
- i) Completion of all procedures after examination.
- j) Handing over clearance documents to transport agent or manufacturer/Service Provider for shipment to Peshawar and confirmation to the TransPeshawar of all the goods cleared from the port and handed over to the Service Provider for further inland transportation to Peshawar.
- k) Above processes have to be completed within the allowable timeframe to avoid any demurrages.
- l) Service provider must be available to provide required services when goods are delivered at port / airport.