



TransPeshawar -The Urban Mobility Company

Request for Quotation Advertising & Creative Company for Zu BRT System



REQUEST FPR QUOTATIONS FOR GOODS AND RELATED SERVICES

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

Project Title	Procurement of advertising and creative Company for TransPeshawar / ZU
Source of Funding	Asian Development Bank (ADB Loan 3543-PAK)
Tender Ref. No.	TP/ Communications/Agency/2019/003
Bid Security	Deposit at Call/Bank Draft/Pay Order in the name of The CEO, TransPeshawar, for an amount of 2 % of bid value.
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 15 days after the expiry of defect liability period and satifactory performance.
Date of this Request	4 December-2019
Deadline for Submission of Quotations	2:00 PM PST, 19 December-2019
Place of Submission	TransPeshawar (The Urban Mobility Company) Office

Sir/Madam:

1. TransPeshawar is 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 ordinance, 2017, 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. Unique of its own kind in KP, Peshawar BRT will offer many unique features and facilities for daily future commuters of Peshawar.

2. BRT system will be served by 30 stations, and spans 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 advertising agencies.

3. The Company will undertake creative, advertising and promotional activities, as and when required, by TransPeshawar.

4. TransPeshawar (Purchaser) hereby requests you to submit a technical and financial quotations with a total lump sum price and a separate item wise prices (inclusive of taxes) for the development of the following items:

- (i) Cost of design & printing of 15 (1-2 page) of brochures/pamphlets in English and Urdu
- (ii) Cost of production and installation of streamers/banners along corridor
- (iii) Cost of production of branded shirts, caps and pens
- (iv) All other services as required in Appendix-1

TransPeshawar is seeking capable advertising agencies with a proven track record of delivering creative advertisement services for designing and executing media campaigns. The campaigns will vary from a wider variety of promotional advertisements may it be print or electronic. Companies will also cover the classified advertisements of the TransPeshawar. Companies will also help TransPeshawar developing a variety of print collateral of BRT.

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 companies (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 for all items under this request. A fixed lump sum cost inclusive of taxes should be quoted for following items mentioned in Appendix 1. Price quotations will be evaluated for all the items together and contract awarded to the firm rated best in technical and financial evaluation of amongst all bidders. Please note that agencies will not be paid on monthly retainer basis.

RFQ

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, University Town, 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:

2pm – December 19, 2019

Members, should attend bid opening and are encouraged to send their representative to attend the bid opening meeting at 2:30 pm same day.

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) <u>PRICES:</u> The following prices should be listed separately in Pakistani Rupees (PKR) and inclusive of all taxes as per applicable rules in Pakistan:
 - Items as mentioned in as per the format of form of quotations

All prices have to include all allied services costs, expenses, license fees (if any), travel and logistics (please note that all the shoots will be in Peshawar) 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) <u>EVALUATION OF QUOTATIONS</u>: Offers determined to be substantially responsive to the technical specifications will be evaluated by applying the Quotation Evaluation Criteria and by comparison of their prices. Technical specifications will comprise the bidder capability and relevant experience and approach that is specified in the quotation and also on the basis of a technical proposal and samples submitted to TransPeshawar. For details of selection criteria please see Appendix III. 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. (See also Appendix 2 for technical propofols format). 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 **substantially responsive** will have to ensure that:
 - follows format of technical proposal as per Appendix 2
 - it's a company or any other legal entities (certificate of registration)
 - it bares National Sales Tax Registration Number (STRN) and National Tax Number (NTN); and registered in KPRA for providing services (where applicable)
 - 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 with all relevant authorities (where applicable).
 - is not under suspension by APNS or other relevant media bodies (attach active APNS certification).
 - has submitted an affidavit on stamp paper duly attested by the Oath commissioner to the effect that the firm has neither been black listed nor any contract rescinded in the past for non-fulfillment of contractual obligation by itself or its affiliated firms / departments.
 - has submitted a bid bond worth 2 % of the bid value in favor of CEO TransPeshawar
- (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 responsive firms will be opened.
- (f) The taxes will be deducted as per relevant laws.
- (iii) <u>AWARD OF PURCHASE ORDER(s)/CONTRACT</u>: The award will be made to the bidder based on selection criteria mentioned at the end of document as Appendix III based on the lowest price meeting technical criteria (60% technical and 40% financial). The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.
- 11. <u>VALIDITY OF THE OFFER:</u> 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.
- 12. 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. Also, your security bond will be forfeited. The contract offer will then be offered to next highest evaluated firm.
- 13. 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 queries in relation to this bid is TransPeshawar's nominated representative and is as

follows:

To: Fayyaz Ahmad Khan	: <u>fayyaz.khan@transpeshawar.pk / fayyazak@yahoo.co.uk</u> and
Cc: Noman Manzoor	: noman.manzoor@transpeshawar / nomanm@gmail.com

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

15. Bid Security

- (i) 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.
- (ii) Any bid not accompanied by an acceptable Bid Security shall be rejected by the procuring entity as non-responsive.
- (iii) 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.
- (iv) The Bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder doesn't accept the correction of his Bid Price, pursuant to Sub-Clause 10 (II) hereof; or
 - (c) In the case of a successful bidder, if he fails to:
 - Furnish the Performance security in accordance with Clause
 - Sign the contract agreement, in accordance with sub-clause

16. Performance Guarantee

- (i) 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.
- (ii) The performance guarantee shall remain valid throughout the execution of contract and shall be returned within 15 days after the expiry of defect liability period and satisfactory performance.
- (iii) If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.
- (iv) 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.

- 17. 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.
- 18. Please confirm by e-mail (mentioned above) the receipt of this request and whether or not you will submit the quotation(s).

Sincerely Yours,

TransPeshawar

(The Urban Mobility Company)

1 FORM OF QUOTATION (on company letterhead)

To: CEO, TransPeshawar

We offer to execute the **Procurement for the Hiring of advertising companies for handling advertising and promotional activities of TransPeshawar** 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	Cost of design of 15 (2 pager) brochures/flyers in English and Urdu (total 30)				
2	Cost of printing of brochures/flyers 1000 copies of each of 30 brochures				
3	Cost of production and installation of 1000 streamers and 100 banners along corridor				
4	Cost of production of 500 branded shirts, caps and pens each.				
5	Any other charges involved in production of above				
	Total				

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.

Please note that selected firm has to bid for all products and services required for this complete package. Firms not quoting for complete set of services and products required will be disqualified.

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 of	n,	201_,between
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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)
- 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:_ PBSRT-Communications

Purchaser:_____

Schedules for Supply

Please refer to Appendix-1

- 1. <u>Fixed Price</u>: The prices indicated in the Form of Quotation are firm and not subject to any adjustment during contract performance.
- 2. <u>Delivery Schedule:</u> The delivery of the advertising support services both design, development and execution of campaign should be completed in three months as per the requirement of the TransPeshawar not exceeding on week from the date of signing of contract. The agencies will be on board for advertising for a period of one year, however the retainer's services are likely to continue for next year as well, unless purchaser cancels the contract due to non-satisfactory performance of agency. Any changes to the above are to be approved in writing by the Purchaser. For delivery of design material, collaterals and streamers/banners, mutual agreement will be agreed upon between TransPeshawar and the service providing firm later on.
- 3. <u>Insurance</u>: The Supplier should have the necessary insurances to cover any Services and/or Goods supplied under the Contract.
- 4. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 5. <u>Resolution of Disputes:</u> 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.
- 6. <u>Intellectual Property Delivery:</u> 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.
- 7. <u>Payment:</u> The payment of advertisements will be made to the agency as per actual and standard cost of media purchased on behalf of TransPeshawar or as per the discounted rates negotiated with media houses/ channels for TransPeshawar. TransPeshawar aims to release an approximate media of PKR 10 million which is the mix of print and electronic over a period of one year. TransPeshawar will make the payments of advertisements which are as per fixed rate of media houses/APNS for government/government-commercial within 30 days after receiving of invoice. However, the payment for the development of marketing collateral listed in BOQs, will follow the following milestones:
 - (i) Completion of brochures/flyersprice quoted for item 1 & 2 in Form of quotations

- (ii) Completion of pens/shirts/capsprice quoted for item 3 in Form of quotations
- (iii) Completion of Streamers / Banners price quoted for item 4 in Form of quotations

However, partial payment may be made based on the successful completion of %age of each of services/products delivered, as and when completed and mutually agreed by both parties.

- 8. <u>Warranty</u>: Any services offered should be supported by manufacturer's warranty/service for at least 12 months from the date of the successful installation of the "Goods" and completion of "Related Services" to the Purchaser.
- 9. <u>Defects:</u> All defects will be corrected by the Supplier without any cost to the Purchaser within 6 weeks following the design and development of marketing collateral.
- 10. <u>Force Majeure:</u> 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 freightembargoes.

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.

In case the highest evaluated selected firm cannot continue contract due to any reason(s), the services contract will then be given to the next highest evaluated company.

- 11. <u>Required Technical Specifications and Technical Proposal Format:</u>
 - (i) Appendix 1 provides the details of services required
 - (ii) Appendix 2 provides the prescribed format for the Proposal
 - (iii) Appendix 3 provides the selection criteria

The Supplier confirms compliance with above specifications and format.

12. <u>Failure to Perform</u>: 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<u>:</u>

Appendix 1

TransPeshawar Technical Scope of Services

The agencies will undertake creative, advertising and promotional activities, as and when required, by TransPeshawar. The agency will also support TransPeshawar for its marketing and creative services including but not limited to ATL (Above the line), BTL (Below the line), events and other marketing activities. The agency will:

- Create visuals, copies and translations of advertisements for promotion and marketing of Zu brand /TransPeshawar
- Arrange for the best possible, cost effective media spaces for placement of advertisements
- Ensure the required placement within the given deadlines
- Develop content based on brief provided for various marketing tools
- Develop execute radio campaigns as needed
- Report the effectiveness of TransPeshawar campaigns
- Perform any other assignment related to media
- Support TransPeshawar in arranging media & launch events

Details of Deliverables / items

a. Design of 15 (2-page) brochures in English and Urdu

The task includes creative designing of brochures/ flyers (including review of content, using imagery from internet or company provided imagery) in English and allied translation into Urdu. The design themes could be how to use Zu Peshawar Bus, Zu Bicycle, how to obtain Zu Card & Mobile Application, Taking care of Zu system etc.

b. Printing of Brochures / Flyers

The task includes high quality 4 color printing of 1000 each (of 30, 15 in English and 15 in Urdu) A-4 (2 sided or 2/3-fold) brochures or flyers on matt paper with a minimum weightage of 130 grams.

c. Production and installation of Streamer and banners

The task involves production and installation of 1000 (2.5 *5 ft – W*H) high quality, 4 colored, firmly wooden framed streamers along electric poles across BRT corridor. These poles are proprietary rights of TransPeshawar and no city duty/tax is applicable. The only cost is production and installations. Similarly, production and installation of 100 high quality 4 colored panaflex/high quality banners along the pedestrian bridges (2.5 * 23 ft– W*H). Both of these can be in English or Urdu, as needed. The length of banner should not be not more than 23 ft, which approximately equal to two lanes of traffic. However, the actual provision by contractor is for three lanes of traffic to pass underneath the bridge at most of the locations. There are total 1989 electric poles on BRT corridor.

- a) Reach-1: 616 No.'s
- b) Reach-2: 498 No.'s
- c) Reach-3: 875 No.'s

d. Design and Production of branded caps, pens and T-shirts

This task involves production of 500 BRT Peshawar branded high quality, colored, caps (custom fit, cotton), pens and T-shirts (high quality cotton, half sleeves, easy wide round neck, medium size, unisex) each with proper banding and packaging as per the brand guidelines of TransPeshawar. All collaterals are to be delivered/ installed in Peshawar.

Appendix 2

Advertising 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. Award(s) & requisite registration with industry associations like APNS etc.
 - 1.4. Office Locations
- 2. Details of relevant company experience
 - 2.1. Prior / present experience of working with national & international organizations
 - 2.1.1. List past (not exceeding 10 years) client age with names, task / campaigns executed and & period of engagement
 - 2.1.2. Experience of working in ADB or other International Financial Institutions/ donors or BRT and similar projects
 - 2.2 Affiliated Services / One Window Services
 - 2.2.1 Printing vendors
 - 2.2.2 Availability of give-away vendors
 - 2.2.3 Editorial / content services
 - 2.2.4 Production Studio facilities
- 3. Details of staff / assigned to Project.
 - 3.1. Total staff assigned to the design/ development/client handling of the TransPeshawar account (Please specify name, role and one pager resume of staff)
 - 3.2. List staff based in Peshawar
 - 3.3. List key creative resources (copy writers, graphic designers, production team etc.)
- 4. Billing details
 - 4.1. Billing details (ledger) of recent clients showing media released or similar marketing activities undertaken in the year 2018.

4.2. Billing details (ledger) of recent clients showing media released or similar marketing activities undertaken in the year 2019- so far.

5. Sample designs of items as listed in Appendix 2

- 5.1. Design of required product
- 5.2. Printing capabilities details of different kind of printing done
- 6. Financial strength
 - 6.1. Financial statements for the year ending June 2018
 - 6.2. Financial statements for the year ending June 2019

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.

Appendix- III Selection Criteria -

TransPeshawar Advertising Agency Quotation Evaluation

Detailed technical and other non-price evaluation will be done for only those firms who submit a compliant proposal. The proposals will be evaluated on the basis of price (40%) and non-price criteria (60%). These firms are advised to submit relevant design themes in soft and hard along the proposal. Passing criteria for technical evaluation is. Ratings for the advertising companies' evaluation will be as follows:

No.	Category	Marks	Criteria Description	
1.	Business Record	10%	 Track record (Minimum Threshold for each) 1. Scope of business services 2. Years in business 3. Award(s) & requisite registration with industry associations 4. Office Locations 	
2.	Experience	10%	 Prior / present experience of working with national & international organizations List past (not exceeding 5 years) clientele with names & period of engagement Experience of working in ADB or other International Financial Institutions/ donors/Section 42 firms in KP/ BRT and similar projects Affiliated Services / One Window Services Printing vendors Availability of give-away vendors Editorial / content services Production Studio facilities 	
3.	Team Composition	5%	 6.3. Total staff assigned to the design/ development/client handling of the TransPeshawar account (Please specify name, role and one pager resume of staff) 6.4. List staff based in Peshawar 6.5. List key creative resources (copy writers, graphic designers, production team etc.) 	

4.	Latest client billings	10%	Billing details of last two years of your clients for the year 2018, 2019 (so far)
5.	Sample Designs	15%	Creative design samples of BRT marketing products - brochures, streamers, banners and print campaigns on themes like how to use Zu Peshawar Bus, Zu Bicycle, how to obtain Zu Card & Mobile Application etc. The design samples can be submitted in hard copy (by making it a part of proposal) or in soft copy (by attaching a USB or online link)
6.	Commercials	40%	Lump sum fixed price
7.	Financial Capabilities	10%	Financial strength demonstrated by statements of the last two years (2018,2019)