

TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)

(A Company set up under Section 42 of the Companies Act-2017)



REQUEST FOR QUOTATIONS

(Under Shopping for Goods and related Services-ADB Procurement Guidelines)

HIRING OF SECURITY/JANITORIAL SERVICES AGENCY

Address: 2nd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar

Contact: 0092 91 5700126-8

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1. Introduction

Project Title: **Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project**
 Source of Funding: **Asian Development Bank**
 Contract Ref: **Hiring of Services of Security/Janitorial Services Agency**

Date of this Request: **27th December 2018**

Deadline for Submission of Quotations: **1030am – 10th January 2019**

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, 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.

TransPeshawar transit system will be served by 31 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 advertising companies.

2. Scope of Services:

2.1 Scope of Services of TransPeshawar: -

TransPeshawar shall:

- i. Make payments to Service Provider on monthly basis for services mentioned in Section 2.2
- ii. Implement Service Level Agreement and levy penalties in case of deficiencies in performance in accordance with Annexure- V.
- iii. Ask Service Provider to increase/decrease quantity of Security/Janitorial Personnel as per requirement.

2.2 Scope of Services of Service Provider: -

The Service Provider Shall: -

- i. Provide, render and ensure Security Services as assigned by the Company on round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays.
- ii. Provide janitorial services during office hours as required by the company.
- iii. Security Personnel shall be present in TransPeshawar office for Security and janitorial staff for the cleaning of the office of TransPeshawar.
- iv. Be responsible for all acts done by the personnel engaged by him and shall remain polite and courteous to staff and visitors. Service Provider shall have trained staff properly to deal with the Security situation. Security personnel must be in proper uniform which means neat and clean dress, black shoes, belt, ID, and cap. Each Security personnel must be equipped with wireless set, gun, metal detector and one Whistle.
- v. Ensure that all Security personnel are alert, punctual, physically fit, in good health, without physical/mental abnormalities and possess good physique, necessary skills, expertise and experience to satisfy requirements of security work.

- vi. Be responsible to send replacement personnel immediately if the assigned personnel does not report on time or leaves earlier. Shall also ensure that no security personnel leave premises unless properly relieved by next personnel.
- vii. Security personnel shall check visitors entering the TransPeshawar office. Shall also maintained a record of entry and leaving visitors on prescribed format/register.
- viii. Ensure timely payment to the staff provided, not later than 07 days from start of the month.
- ix. Maintain record of movable items that are bring in or out from TransPeshawar Office.
- x. Safeguard movable and immovable property inside TransPeshawar office.
- xi. Abide by all rules and regulations of TransPeshawar.
- xii. Replace any personnel engaged by him, if working is not found satisfactory by TransPeshawar.
- xiii. Minimum qualification for Security personnel shall be Matric and janitorial staff needs to be literate.
- xiv. Abide by all laws in provision of the Services including labour laws.
- xv. Be liable to penalize if the services above are not satisfactory.
- xvi. Provide additional security/janitorial personnel in accordance with mechanism established above.
- xvii. The bid value/Contract amount shall be adjusted in case of change of Minimum Wage Rate as per notification of Government of KPK, according to the following criteria
 - $R_n = \text{Bid Value} \times F$
 - F= Adjustment Factor
 - $R_n = \text{Revised Monthly Service Charge}$
 - BMW = Base Minimum wage at the start of Contract
 - NMW = New Minimum wage during the course of Contract operation
 - $F = \text{NMW}/\text{BMW}$

3. Bidding Procedure

- i The bidding procedure as given in ADB Procurement Guidelines as per **Single Stage - Single envelope procedure**, will be followed in this RFQ. A single sealed envelope will contain two separate sealed envelopes containing **Technical** and **Financial** proposals
- ii Only the Financial proposals of those firms will be opened who are technically responsive as per qualification criteria.
- iii The Final assignment award will be on the basis of Least Cost Method among the technically qualified bidders.
- iv 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 deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - 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;
 - If a Supplier refuses to accept the correction, his quotation will be rejected.
 - In addition to the quoted price, the evaluated price shall include sales tax or any other tax or duty as per applicable rules in Pakistan and KP province if applicable.
- v **Modified Proposals:** Bidders may only submit one proposal for evaluation. Any alternate or modified proposal submitted after due date will not be acceptable.

4. Tender Eligibility/Qualification Criteria:

Eligible Bidder/Tenderer is a Bidder/Tenderer who is:

- a. Registered with the Registrar of Companies and having copy of Certificate of Incorporation or Registration or equivalent;
- b. Must be an active tax payer and registered with FBR.
- c. Registered with Ministry of Interior, Government of Pakistan or Home Department, Government of KPK
- d. Must be involved in relevant business for last 05-years;
- e. Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- f. The bidder / supplier whose quotation has been accepted will be notified of the award of contract through the Purchase Order.
- g. The Purchaser intends to apply for funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.
- h. 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.
- i. The Purchaser reserves the right to accept or reject any or all quotations subject to relevant provisions of ADB Procurement regulations.

5. Bid Security:

The Tenderer shall furnish the Bid Security (Earnest Money) as under:

- i. For a sum equivalent to Rs. 10,000/- (Rupees Ten Thousand Only) and denominated in Pakistani Rupees;
- ii. In the form of Call Deposit Receipt in favor of CEO TransPeshawar and;
- iii. Have a minimum validity period of Forty-Five (45) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- iv. Deficient bid security is not acceptable and will be returned to the bidder, declaring him as disqualified.

6. Performance Security:

The successful bidder shall furnish Performance Security as under:

- i. Within ten (10) days of the receipt of the Acceptance Letter from the Agency;
- ii. In the form of a Pay Order issued by a scheduled bank operating in Peshawar; for a sum equivalent to 8% of the total value of accumulative yearly payment and;
- iv. Denominated in Pakistani Rupees; and
- v. In case of failure, contract may be cancelled and the TransPeshawar may initiate the case for blacklisting of the firm along with forfeiture of Bid security;
- vi. The Procuring Agency shall retain the performance security till successful completion of the contract as per stipulated period or as the Agency feels suitable.

7. Contract Duration:

The contract duration shall be for a period of One (01) year starting from signing of the Contract and it may be renewed for further periods on the same Terms and Conditions mutually agreed upon by the concerned parties.

8. Mode of Payment:

The Service Provider shall be providing all necessary supporting documents along with invoices:

- i. The Service Provider shall submit an Application for Payment of monthly services to the TransPeshawar. The Application for payment shall be accompanied by such invoices, receipts or other

documentary evidence as the procuring agency may require, state the amount claimed, and set forth in detail. In the order of the Price Schedule, particulars of the Services and subsequent to the period covered by the last proceeding Payment, if any.

- ii. The TransPeshawar shall pay the monthly service charges verified by 10th of each month in lump sum through cross cheque in the name of Company and in Pakistani Rupees.

9. Tender Validity:

The Tender shall be valid for a period of Forty-Five (45) days from the last date for submission of the tender. The Agency may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing.

10. Required Documents for Technical Proposal:

Bidders are required to attach the following documents with bid:

- i Firm / Company's profile. Name, address, phone, fax, e-mail address and contact Person.
- ii Evidence of minimum 05 years of experience of underwriting Security Services Provider's business in Pakistan. **(Mandatory)**
- iii Proof of financial stability.
- iv Scope of Services (signed & stamped)
- v Copies of Tax registration certificates – **Mandatory**
- vi Registration with Registrar of Companies and have a copy of Certificate of Incorporation or Registration or equivalent – **Mandatory.**
- vii List of existing clients with name and contact persons, telephone numbers and addresses.
- viii List of Previous Clients.
- ix List of equipment's offered.
- x List of staff, number of employees in the firm / company.
- xi Affidavit on stamp paper that the bidder has not been blacklisted or debarred for Public Procurement by Govt, Semi-Government, Private, Autonomous body or any other national / international organization – **Mandatory**
- xii Bid Security (Earnest Money) amounting to Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Call Deposit Receipt in favour of CEO TransPeshawar – **Mandatory**
- xiii NOC issued by the Ministry of Interior, Government of Pakistan or Home Department Government of KPK for such services – **Mandatory**
- xiv Performance certificates by the major clients where Security Company has been providing security services.

Bidder is required to provide all the above mentioned documents, however failure to provide mandatory documents may cause the proposal to be considered as non-responsive and the proposal may be rejected.

11. Submission Criteria & Schedule:

Both technical and financial proposal should be submitted in one sealed envelope marked as Tender Documents and addressed to as under:

Chief Executive Officer,
TransPeshawar, 2nd Floor, Opposite Custom House
University Road, Peshawar

Envelope should be marked with the word ("Confidential") and "Technical Proposal & Financial Proposal" for the respective bid.

Tender Schedule is as per following:

Sr.#	Activity	Dates
1	Tender/RFQ issue date	27 th December, 2018

2	Pre-Bid Meeting	3 rd January 2018, 10:30 AM at TransPeshawar Office
3	Proposal submission dead line	10 th January, 2019 (Till 10:30 AM)
4	Opening of BIDs	7 th January, 2019 (11:00 AM)

The Procurement Agency i.e. TransPeshawar may reject all or any bid subject to relevant provisions of ADB Procurement Guidelines.

12. Award of Contract:

The Final assignment award will be on the basis of Least Cost Method among the technically qualified bidders. The successful bidder will have to sign an Agreement on stamp paper with the TransPeshawar as per Annexure-I and every document submitted in the tender proposal as well as the policy documents. Number of Security Guards and Janitorial Staff required may be increased or decreased as per requirements of the Agency. TransPeshawar reserves the right to cancel the process at any time as per ADB Procurement Guidelines.

AGREEMENT(Annexure-I)

This agreement is made on _____, 201_ and enforced with effect from _____ between TransPeshawar (The Urban Mobility Company) hereinafter referred to as “the Company” (which expression shall include its assignees, legal representative) as First party and _____ through _____ hereinafter referred to as “Service Provider” (which expression shall include its legal representative, assignees and administrators of the second part).

Whereas, the Company is desirous of hiring services of Service Provider for Safety and Security of TransPeshawar office and its vehicle and the Service Provider intends to provide the said services to TransPeshawar (The Urban Mobility Company) against a monthly service charge.

Therefore, both the parties have agreed to the following terms and conditions:

1. The agreement between the parties is initially for 01-Year commencing w.e.f. date of signing of the Contract subject to terms and conditions mutually agreed between the parties, and extendable by mutual consent of both the parties.
2. The Company shall pay to the Service Provider a monthly amount of Rs. _____/- (inclusive of all taxes) for 06 Security Guards and Rs. _____/- (inclusive of all taxes) for 02 Sweepers for the services mentioned in RFQ/Tender documents.
3. The Company shall pay to the company an amount mentioned in para-2 above by 10th of each month in lump sum through cross cheque in the name of Company of Service Provider.
4. The appointees will operate in the office of the Company, on the direction of the authorized staff of the Company and in case of any issue, it will be reported to the agency immediately for rectification.
5. The Service Provider will be responsible to ensure proper replacement / relief of Security Guards at all times including holidays, claiming no extra remuneration.
6. In consonance with the proceeding clause, the Service Provider will be responsible to depute a total of 06 armed Security Guards and 02 Sweepers on the places to be indicated by authorized officers of the Company.
7. The staff is bound to perform their duties on the appointed locations only. The Service Provider will be responsible of any illegal act of staff. In case of any untoward loss, a joint inquiry will be held in order to investigate and apportion responsibility accordingly.
8. In case of a staff proceeding on leave or does not arrive on duty due to any reason, the Service Provider will be responsible to provide alternate security guard at his place.
9. On a written report from employer, unsuitable guard/sweeper will be replaced within 24 hrs by the Company.
10. The responsibility to pay compensation in shape of provision of medical, housing, transportation facilities etc. or payment of monetary compensation in case of on-duty injury / death of a security guard shall lay on the Service Provider i.e. the second party at no extra cost to the employer.
11. TransPeshawar is at liberty to terminate the contract at notice (in writing) of 01-Month in advance or advance payment equal to 01-Month bill.
12. The Company can terminate the Contract of Service Provider for poor performance and violations of terms and conditions of the Contract. In such case Performance Security of the Service Provider will be forfeited.
13. The Company shall have the right to increase or decrease the strength at any time.
14. Chief Executive Officer, TransPeshawar will act as Arbitrator under the Arbitration Act in case of any dispute arising out of the agreement.
15. The Service Provider will be responsible for the Uniform, Shoes, Weapons, Wireless sets, and Metal Detectors required by security personnel at the premises.
16. All necessary taxes on services will be deducted as per Government Policy.
17. SOPs (Standing Operating Procedures) and security instructions for deployment of guards will be provided by Company Authorized Official and all guards will abide by these SOPs / instructions fully.
18. Contract will be revived, revised and renewed in the last month of the expiry of contract on the conditions specified in other sections or mutually decided later on.
19. The Scope of Work and other Terms and Conditions mentioned in Tender Documents are part of this Agreement.

The contract shall be governed by and constructed in accordance with the laws of Pakistan. In witness whereof both parties have set their hands on the date and day mentioned above.

(Mr.....)
Chief Executive Officer
On behalf of TransPeshawar

(Mr.)
Chief Operating Officer
_____ (PVT.) LTD.

Witness-1:

Witness-1:

Name: _____

Name: _____

CNIC: _____

CNIC: _____

Signature: _____

Signature: _____

Financial Proposal Submission Form (ANNEXURE-II)

[Location, Date]

To,
Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
2nd Floor, Opposite Custom House, University Road
Peshawar

Dear Sir,

We, the undersigned, offer to provide security/janitorial services to all employees of TransPeshawar (The Urban Mobility Company) as well as to the office building / site situated at 2nd Floor, Ali Tower, University Road Peshawar in accordance with your Letter No. _____ dated _____. Our attached Financial Proposal is for the sum of [*Insert separate amounts for each item / category in words and figures, if so required*]. This amount is inclusive of all the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Bidding Document / Contract.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address _____

Form of Quotation

(to be filled by service provider using his company letter head)

To: Chief Executive Officer
TransPeshawar (The Urban Mobility Company), 2nd Floor, Ali Tower
(Opposite Custom House) University Road, Peshawar

We offer to execute the **Procurement of Security/Janitorial Services TransPeshawar**, in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) in Pak Rupees. We propose to complete the delivery described in the Contract as per following rates from the Date of Signing of the Contract.

Prices for Service & Supply

No.	Description	Quantity	Total Prices inclusive of all the required services and exclusive of taxes	Taxes (Including services and all other taxes)	Total Price inclusive of Taxes in PKR
1	Provision of Security Services	6			
2	Provision of Janitorial Services	2			
Grand Total					

Prices shall be quoted in PKR (Pak Rupees) only and inclusive of all applicable taxes.

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 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)

Name of Supplier:

Name and Title of Signatory:

Authorized Signature:

Address:

Telephone No.

Technical Proposal Submission Form (Annexure-III)

To,

Chief Executive Officer,
 TransPeshawar (The Urban Mobility Company)
 2nd Floor, Opposite Custom House, University Road
 Peshawar

Dear Sir:

1. We (**Name and Address of the Tenderer**), having read, understood and accepted the RFQ/Tender Documents, including the Addendum (s), if any, offer to provide security/janitorial services to TransPeshawar (The Urban Mobility Company) in conformity with your Letter/email Reference _____ dated _____ for Request for Quotations under ADB Procurement Guidelines.
2. We undertake that the Tender shall have a minimum validity period of 45-days from the last date for submission of the Tender and may be accepted at any time before the expiration of that period.
3. We undertake to provide the Performance Security to give satisfactory assurance of our ability and intention, for due performance / execution of the Contract in accordance with the terms and conditions of the Contract, in case of the award of the tender.
4. We undertake to be bound by the Tender and the Acceptance Letter, which shall constitute a contract, a contract, until execution of the formal Contract.

Date this _____ day of 201_

TENDERER

Signature: _____
 CNIC No.: _____
 Name: _____
 Designation: _____
 Address: _____

WITNESSES

Signature: _____	Signature: _____
CNIC No.: _____	CNIC No.: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____

Note: The Tender Form should be on the letter head of the Tenderer.

Service Level Agreement (Annexure-IV)

Each non-compliance of the Scope of Services, Term and Conditions of the Contract will be penalized. The following penalties will be applicable and will be deducted from the monthly charge of the Service Provider: -

S.No	Violations	Penalty in PKR
1	Security Personnel not wearing proper Uniform or in shabby conditions or untidy	Rs. 2000 per instance
2	Misbehavior with staff or Visitors	Rs. 1000 per instance
3	Not carrying required weapons, detectors, wireless or whistle	Rs. 500 per instance
4	Late arrival to duty	Rs. 200 per hour
5	Absence from duty	Rs. 700 per day
6	Late payment to staff	Rs. 1000 per day for delayed days
7	Violation of labor laws	Rs. 4000 per violations
8	Laziness during duty	Rs. 200 per instance
9	Damage or loss to TransPeshawar Property	Equal to the loss
10	Smoking in office	Rs. 1000 per instance
11	Violation of SOP issued by TransPeshawar	Rs. 500 per instance
12	Not following instructions of TransPeshawar authorized representative	Rs. 500 per instance
13	Misuse of TransPeshawar assets such as Air-conditioning, Light etc	Rs. 2000 per instance
14	Sleeping during duty	Rs. 2000 per instance
15	Any other violation of the Contract	Rs. 500 per instance