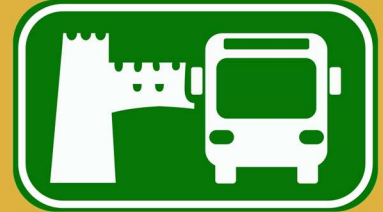


TransPeshawar (The Urban Mobility Company)



TRANS PESHAWAR
The Urban Mobility Company

Request for Quotation (RFQ)

**For Office Maintenance and Janitorial Services for KPUMA
Building at Chamkani**

Procurement Title	Office Maintenance and Janitorial Services for KPUMA Building at Chamkani
Source of Funding	Asian Development Bank
Tender Ref. No.	TPC/Admin & HR/S/2020/001/RB
Bid Security	Bid Security of PKR Sixty Thousand (PKR.60,000) shall be submitted in shape of Demand Draft/ CDR from a scheduled bank of Pakistan in the name of the Chief Executive Officer, TransPeshawar (The Urban Mobility Company).
Performance Security	The successful Bidder shall be required to provide Performance security to the amount of Ten (10%) of the annual Contract Price i.e. (Contract Price*12), from a scheduled bank of Pakistan in form of bank guarantee on the given format, within fourteen (14) days of issuance of Letter of Acceptance. Performance Security shall remain valid throughout the execution of the contract and until 28 days after completion of the Contract.
Date of this Request	April 27, 2020
Deadline for Submission of Quotations	11:00 AM May 13, 2020 (Wednesday)
Opening of Quotation	11:15 AM May 13, 2020 (Wednesday)

Sir/Madam:

1. TransPeshawar (hereinafter called “the Employer”) 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, The Employer is responsible for Bus Rapid Transit (BRT) project design, procurement, implementation, on-going BRT operations and service contract management. The Employer is committed to providing quality ridership services to the 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 Thirty (30) stations and spans the entire urban region of Peshawar from Chamkani in the east and to Karkhano in the west including Bicycle Sharing System. The BRT system is planned to be operating soon.
3. The Employer hereby requests the services of a company to provide human resource (skilled & unskilled) for “**Office Maintenance and Janitorial Services for KPUMA Building at Chamkani**” as per “Required Services” attached as **Appendix-I** (hereinafter called the Services).
If you, however, have been associated with the firm that prepared the requirements, and/or specifications of the contract that is subject to this procurement, you shall be disqualified.

4. It is understood that the bidder has gone through the entire RFQ and has a complete understanding of the terms and conditions and the attached scope of the Services.
5. You must quote a total lump sum monthly price inclusive of all taxes (income tax, sales tax on services, etc.) for the complete scope of the Services under this request. Price quotations submitted for partial scope shall be rejected as non-responsive.
6. You shall submit **one original of the Price Quotation** on Form of Quotation, along with supporting documents as mentioned in Paragraph 9 (iii) (a) & (b) below and clearly marked as **“Original”**. In addition, you shall also submit a duplicate and marked as **“COPY”**. Both **Original** and **Copy** shall be sealed in separate envelopes. In case of any discrepancy between the Original and Copy, the original shall prevail. “Original” and “Copy” sealed in a single outer envelope shall be addressed and delivered to the:

Chief Executive Officer (CEO),
TransPeshawar (The Urban Mobility Company)
First Floor, KPUMA Building, Main BRT Depot, Near-by NHA Complex,
Chamkani, Peshawar

7. Your quotation must be written in English language.
8. Your quotation must be typed and shall be signed by you or your authorized representative. **Without having a signature in Form of Quotation, your quotation will be declared as non-responsive.**
9. Your quotation should be submitted as per the following instructions and in accordance with the attached form of Contract which form an integral part of the Contract.
 - (i) **PRICES:** The prices, quoted on a **“Form of Quotation”**, shall be for a complete scope of services given under paragraph 3 and **Appendix-I** as a lump sum monthly amount in Pakistani Rupees (PKR) inclusive of all applicable taxes and fees (income taxes, Sales taxes on services, etc.) in Pakistan. The bidders must quote the wages of labour keeping in view the existing Government policy of minimum wages.
 - (ii) **EVALUATION OF QUOTATIONS:** Offers having no reservations to the terms and conditions, and scope of services and meeting the requirement of technical and financial capabilities, as given below, shall be declared as substantially responsive. The Employer shall evaluate and compare the prices of substantially responsive bids only. In evaluating the quotations, the Employer 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 shall govern;
 - (b) Where there is a discrepancy between the unit rate and the total amount,

the unit rate as quoted shall govern.

(c) The bidders not accepting arithmetic correction shall be rejected as non-responsive.

(iii) **AWARD OF CONTRACT:** 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 the attached form of contract and terms and conditions of services. Required Technical and Financial Capability are as follows:

a) Technical Capability

- (i) Company's profile describing company name, address, phone, fax, e-mail address, staff/human resource, List of previous/existing clients, list of equipment, etc. (Attach company profile);
- (ii) Incorporated/registered with Security & Exchange Commission of Pakistan or registrar of firms having minimum three (03) years of establishment. (Attach a certificate of incorporation/registration);
- (iii) Registered with FBR and on Active Tax Payer List (ATL) (Attach certificate);
- (iv) Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) in sale tax on services (Attach certificate);
- (v) Company/firm is not blacklisted by any public or private entity (Attach statement on oath/affidavit to the effect);

b) Financial Capability

- (i) Net worth for the last year calculated as the difference between total assets and total liabilities shall be positive;
- (ii) The average annual turnover of the last three (03) years is at least PKR Eight (08) Million. (Attach financial/audited statements of last three "03" years)

Proof/evidence of the above requirements must be submitted with the quotation. Failure to submit any of the above documents will result in the non-responsiveness of the 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 above of this Request for Quotation.

(v) **BID SECURITY:**

- (a) Each bidder shall furnish, as a part of his bid, at the option of the bidder, a Bid Security amounting to PKR. 60,000/- (PKR one hundred thousand only) in shape of Demand Draft/ CDR from a Scheduled Bank of Pakistan in the name of the Chief Executive Officer, TransPeshawar (The Urban Mobility Company).

- (b) The bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids.
 - (c) Any bid not accompanied by an acceptable bid security shall be rejected by the employer as non-responsive.
 - (d) Bid security of the unsuccessful bidders shall be released once the successful bidder furnishes the prescribed performance security or on the expiry of the validity of bid security whichever is earlier.
 - (e) The bid security of a successful bidder shall be returned once the successful bidder has signed the contract and furnished the required performance security.
 - (f) The Bid security shall be forfeited:
 - (i) If a bidder withdraws his bid during the period of bid validity; or
 - (ii) If a bidder doesn't accept the correction of his Bid Price as described above; or
 - (iii) In the case of a successful bidder, if he fails to:
 - Furnish the performance security in accordance with the terms and conditions of the Contract;
 - Sign the contract agreement, in accordance with the terms and conditions of the RFQ
10. Bidders should note that during the period from the receipt of the quotation and until the award of Contract, all queries should be communicated in writing via email below.
fayyaz.khan@transpeshawar.pk, abid.mansoor@transpeshawar.pk, khalil.ahmed@transpeshawar.pk
11. To assist in assessing responsiveness and comparison of quotations for the award of contract, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. No change in the substance of quotation shall be sought, offered or permitted. If a bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification it bid shall be rejected as non-responsive.
12. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance along with Form of contract issued by the Employer within the period of bid validity. Within fourteen (14) days of receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the Employer.
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 the 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 on ADB's sanctions list.

Yours sincerely,

CEO TransPeshawar

1 FORM OF QUOTATION

To

**Chief Executive Officer (CEO),
TransPeshawar (The Urban Mobility Company)
First Floor, KPUMA Building, Main BRT Depot, Near-by NHA Complex,
Chamkani, Peshawar.**

1. We offer to execute the “**Office Maintenance and Janitorial Services for KPUMA Building at Chamkani**” in accordance with the Conditions of Contract accompanying this Quotation for the Bid Price inclusive of all taxes (amount in words and numbers) (_____) in PKR with the following breakup.

S #	Description	Quantity (A)	Monthly Service Cost in PKR without Sales Taxes but including all other taxes per unit (B)	Applicable Sales Tax on services in PKR per unit (C)	Monthly Price in PKR per unit D=(B+C)	Total Monthly Price in PKR (AxD)
1.	Sweeper	07 (including two female)				
2.	Gardner	01				
3.	Electrician	01				
4.	Plumber	01				
5.	Peon/office boy	03				
Total		13	Bid Price			

2. 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.
3. We hereby confirm that this Quotation complies with the Validity of the Offer, Term, and Conditions of this RFQ and liquidated damages imposed by the Request for Quotation document and the Terms and Conditions of Services, respectively.
4. We have not been associated with the firm that prepared the design and specifications of the

contract that is subject to this request for quotation.

5. We are not in the ADB sanctions list.

Authorized Signature:

Name and Title of Signatory:

Date:

Address:

Phone Number:

Email Address:

2. FORM OF CONTRACT

This AGREEMENT is made on day of, 2020 between TransPeshawar (hereinafter called “the Client”) on the one part and (hereinafter called “the Service Provider”) on the other part.

WHEREAS the Client has requested quotation for provision of Maintenance and Janitorial Services for KPUMA Building at Chamkani by the Service Provider, viz. Contract, “**Maintenance and Janitorial Services for KPUMA Building at Chamkani**” (hereinafter called “the Contract”) and has accepted the Quotation of the Service Provider under the Contract at the sum of PKR (**Amount in words and figures**) 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 the Contract, viz:
 - a) Form of Contract
 - b) Letter of Acceptance
 - c) Form of Quotation;
 - d) Terms and Conditions of Services
 - e) Request for Quotation (RFQ)
 - f) Required Services (Appendix-I)
2. Taking into account payments to be made by the Client to the Service Provider hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Client to execute and complete the Contract in conformity with the provisions of the Contract.
3. The Client hereby covenants to pay, in consideration of the acceptance of the Contract, provision of 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 Client:

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: Office Maintenance and Janitorial Services for KPUMA Building at Chamkani

Client: 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 subject to the following conditions: -
 - a. Monthly price will be increased with an increase in the minimum wage rate from the date of increase as notified by the government of KP. In case of an increase in the minimum wage rate, the monthly contract price will be adjusted as follows: -
New Monthly Price = Original Monthly Price + [Original Monthly Price x (Percentage increase in minimum wage rate)]
2. **Duration of the Contract:** Duration of the Contract is initially One (01) year from the date of signing of the Contract (hereinafter called "the Term") and may be extendable on same terms and conditions, before expiry of the Term, subject to satisfactory performance by the Service Provider.
3. **Insurance:** The Service Provider is responsible for the necessary insurances to cover its liabilities under the Contract.
4. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of Pakistan.
5. **Resolution of Disputes:** The Client 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 Client 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 that have been developed solely during the 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. **Payment:** The lump sum payment (monthly) as quoted by the Service Provider will be paid through cross cheque on monthly basis within fourteen (14) working days of submission of invoice and relevant supporting documents as prescribed by the Client subject to completion of a calendar month and deduction of liquidated damages if applicable.

8. Liquidated Damages:

Performance of the Service Provider shall be assessed from time to time and failure to perform (violations) shall result in imposing of liquidated damages in accordance with the following table.

S#	Violations	Liquidated damages in PKR
1.	Misbehavior with staff or Visitors	PKR 1000 per instance
2.	Unskilled/untrained person found deputed for the services	PKR 1000 per day per person
3.	Incident of misbehavior/quarrel among themselves	PKR 500 per instance per person
4.	Late arrival to duty	PKR 500 per hour per person
5.	Absence from duty	Wage per day per person
6.	Late payment to staff	PKR 2000 per day for delayed days
7.	Violation of labor laws	PKR 2000 per violations
8.	Laziness during duty	PKR 500 per instance per person
9.	Damage or loss to the Property	Equal to the loss
10.	Smoking in office.	PKR 1000 per instance per person
11.	Violation of SOP issued by TransPeshawar	PKR 1000 per instance
12.	Not following instructions of TransPeshawar authorized representative	PKR 1000 per instance
13.	Misuse of TransPeshawar assets and installations	PKR 1000 per instance
14.	Sleeping during duty	PKR 1000 per instance per person
15.	Any other violation of the Contract	PKR 1000 per instance

Liquidated Damages shall be deducted as per the rate described above. The total amount of liquidated damages shall not exceed Ten (10) % of the monthly Contract Price in each monthly invoice. The Client shall be the sole decision-maker for the description of the violation and imposing liquidated damages.

9. Performance Security: The Performance Security to the amount of Ten (10%) of the annual Contract Price (Monthly Contract Price*12), from a Scheduled Bank of Pakistan in form of bank guarantee on the given format or in Shape of Call Deposit Receipt (CDR) or Demand Draft. Call Deposit Receipt (CDR) / Demand Draft shall be in favor of Chief Executive Officer TransPeshawar. Within fourteen (14) days of issuance of the Letter of Acceptance, the Service Provider shall provide Performance Security to the Client. The performance security shall be valid until Twenty-Eight (28) days after completion of a one-year contract or as may be extended from time to time. Extension of the performance security shall be subject to extension of the contract. The Client may forfeit performance security if the Service Provider commits a default under the Contract or fails to perform any its obligations under the Contract

or violates any terms and conditions of the Contract.

10. Force Majeure: The Service Provider shall not be liable for liquidated damages or termination for default if and to the extent that it is a delay in performance or other failures 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, an act of Client 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 Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

1. Service Requirements:

Appendix-I provide a complete scope of services and requirements under the contract to be performed by the Service Provider.

2. Failure to Perform: The Client may terminate the Contract if the Service Provider fails to perform in accordance with the terms and conditions of the Contract or the amount of liquidated damages exceed 10% of the monthly price for a few consecutive months as determined by the Client.

REQUIRED SERVICES

1 Background:

TransPeshawar (The Urban Mobility Company) (hereinafter called “the Client”) is a public owned company established under Section 42 of the Companies Act 2017 and has been tasked for implementation of security services for Khyber Pakhtunkhwa Urban Mobility Authority (KPUMA) Building, in addition to other tasks in Peshawar BRT/Zu Peshawar.

The Government of Khyber Pakhtunkhwa (KPK) has taken an initiative to revamp the urban bus transport system in the provincial capital of the province. In this regard, the Government of KPK has started construction of Bus Rapid System (BRT) in 2017. The BRT corridor is 27-kilometer-long with 30 stations connected through Direct Feeder routes of about 55 kilometers. Because of the integration of Direct Feeder Routes into the main BRT corridor, thus known as the Third Generation BRT System. The BRT system will have 220 buses includes 18-meter (65 numbers) and 12-meter long buses (155 numbers).

Construction work is implemented through Peshawar Development Authority (PDA) while procurement of buses, procurement of operating company for bus operation, procurement of BRT System Control Goods and Services, BIRP, and implementation of security services for KPUMA Building through the Client.

2 Scope of Services:

TransPeshawar (The Urban Mobility Company), (hereinafter called “the Client”) requires the services of a firm/company (hereinafter called “the Services Provider”) for provision of skilled and unskilled human resource for “Office Maintenance and Janitorial Services for KPUMA Building at Chamkani” (hereinafter called “the Services”), which is the subject of this contract.

The Services include Janitorial/House Keeping, Gardening/Landscaping, Electrical, Plumbing, Solid Waste disposal to nearest dumping site of Govt KP/WSSP.

3 Requirements:

3.1 General Requirements:

The Service Provider shall:

- a) Unless directed by the Client, continue the Services uninterruptedly despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);
- b) Engage, supervise and manage the staff and provide all resources necessary to complete the Services;
- c) Be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel follow the code of conduct and Standard Operating Procedures (SOP) prescribed by the Client;
- d) Ensure that it has proper permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform the Services;

- e) Ensure compliance with all the Applicable Laws, Rules and Regulations (including the one prescribed by the Client), which are applicable to the Service Provider or personnel, deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation;
- f) Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and confidential Information. Neither the Service Provider nor any of his employees/agents shall discuss nor disclose verbally or in writing any information regarding the internal operations of the Client with any uninvolved persons or agencies without prior written approval from the Client;
- g) Be liable to liquidated damages/replacement cost for any loss incurred or suffered/any damage caused to movable or immovable property of the Client, because of negligence, delayed, deficient or inadequate Services;
- h) Carry out the work in a professional manner and to the satisfaction of the Client and will perform all services employing skillful and qualified staff.

3.2 Specific Requirements:

The Service Provider shall:

- a) Ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons for the provision of the Services.
- b) Provide a complete biodata of staff engaged for the Services;
- c) Immediately inform the Client, in case of hiring and firing of its deputed staff during the contract period;
- d) Be responsible for providing the benefits as per applicable labor laws.
- e) Ensure that his employed personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene;
- f) Ensure that all the personnel assigned must be punctual, physically fit, in good health, without physical/mental abnormalities which could interfere with the performance of his/her duties;
- g) Agree to remove from the site, whenever required to do so by the Client, any employee considered by the Client to be unsatisfactory or undesirable, within the limits of any applicable scope;
- h) Ensure timely payment to the deputed staff provided, not later than 07 days from the start of the month;
- i) Not at any time do, cause or permit any nuisance at the site/perform any act, which shall cause unnecessary disturbances or inconvenience to the Client's staff and visitors in the building.
- j) Ensure that his personnel have appropriate identification. The identification shall include display of valid company ID, containing a picture of the staff, at all times while in the facility.
- k) Maintain all records in connection with the duties and responsibilities of its Personnel.

4 Personnel Requirement:

The below table specifies the total number of personnel required for the Services. The number of staff may be increased/decreased during performance of the contract as per actual on pro-rata basis. The staff engaged shall have required technical/professional capabilities to dispense of with his/her responsibilities under the contract.

S#	Resource	Requirement
1.	Sweeper	7 (Five males and two females)
2.	Gardner	1
3.	Electrician	1
4.	Plumber	1
5.	Peon/office boy	3
Total		13