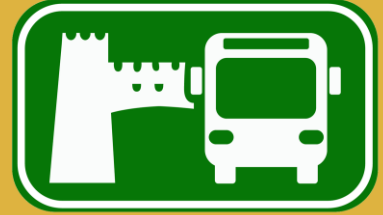


TransPeshawar (The Urban Mobility Company)



**TRANS PESHAWAR**  
The Urban Mobility Company

## **Request for Quotation (RFQ)**

**For Services of a Firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project**

<b>Project Title</b>	Services of a Firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project
<b>Source of Funding</b>	Asian Development Bank
<b>Tender Ref. No.</b>	TPC/Operations/Helpline Operation/2020/001/RB
<b>Bid Security</b>	Bid Security of PKR 75,000 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).
<b>Performance Security</b>	The successful Bidder shall be required to provide a Performance security to the amount of Ten percent (10%) of the annual Contract Price i.e. (Contract Price*12), from a scheduled bank of Pakistan in form of bank guarantee on given format, within fourteen (14) days of issuance of Letter of Acceptance. Performance Security shall remain valid throughout the execution of contract and until 28 days after completion of the Contract.
<b>Date of this Request</b>	3rd May, 2020
<b>Deadline for Submission of Quotations</b>	2:00 PM, 18th May, 2020 (Monday)
<b>Opening of Quotation</b>	2:15 PM, 18th May, 2020 (Monday)

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 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 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. Objective of this RFQ is to engage a Service provider to provide skilled human resource for Helpline operations of TransPeshawar.
4. The Employer hereby requests the services of a firm for helpline operation as per attached scope of services “Required services” Appendix-I to facilitate TransPeshawar in providing information regarding BRT Operations to potential user of the system. The service provider will ensure to provide information, capture residents feedback on quality of services of BRT and register complaints & suggestions. The firm shall also ensure high quality service

through Electronic Complaint Routing System. 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.

5. It is understood that the bidder has gone through the entire RFQ and has complete understanding of the terms and conditions and attached scope of services (Required Services, Appendix-I).
6. 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 services under this request. Price quotations will be evaluated for the required services. The contract will be awarded to the firm which is substantially responsive and offering the lowest evaluated total cost of the required services.
7. You shall submit **one original of the Price Quotation** on Form of Quotation, along with supporting documents 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. The original and copy shall be sealed in an outer single envelope. In case of any discrepancy between the Original and Copy, the original shall prevail. **Your quotation in the attached Form of Quotation Shall be signed. Form of Quotation not properly signed and stamped shall be rejected as non-responsive.** “Original” and “Copy” sealed in a single outer envelope shall be addressed and delivered to the following address:

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

8. Your quotation must be written in the English language, and must be accompanied by adequate supporting documents as per requirement of clause 9 (iii) (a) & (b) i.e. Technical and Financial Capability.
9. 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 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 (income taxes, Sales taxes on services etc.) in Pakistan on given format i.e. “Form of Quotation”.
  - (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 in all respects shall be declared as substantially responsive. The Employer shall evaluate and compare the prices of only the quotations determined to be substantially responsive. 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.

(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 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 at least before January 2017.
- ❖ Registered with FBR and on Active Tax Payer List (ATL)
- ❖ Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services.
- ❖ Affidavit that the Company / Firm is not Blacklisted by any public or private entity.
- ❖ At least three (03) contracts of call agent services/customer services yielding a total experience of three (03) years or more as an organization or part of their company operations while dealing with general public

**b)** Financial Capability

- ❖ Provided Financial Statements of the last three years (Submit any three statement from 2016-2019).
- ❖ Net worth for the last year calculated as the difference between total assets and total liabilities shall be positive.
- ❖ Minimum Annual turnover of PKR 2 Million based on latest financial statement.

**Proof of above documents** must be submitted with the quotation. Failure to submit any of the above documents will result in non-responsiveness 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 as indicated as indicated above

(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 Rs. 75,000/- (Seventy-five 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 validity of Bid Security whichever is earlier.
  - (e) The bid security of 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, pursuant to Sub-Clause 10 (iii) above; or
    - (iii) In the case of a successful bidder, if he fails to:
      - Furnish the Performance security in accordance with terms and conditions of the RFQ
      - Sign the contract agreement, in accordance with terms and conditions of the RFQ
10. Bidders should note that during the period from the receipt of the quotation and until award of Contract, all queries should be communicated in writing via email below.  
[fayyaz.khan@transpeshawar.pk](mailto:fayyaz.khan@transpeshawar.pk), [Ashfaq.rauf@transpeshawar.pk](mailto:Ashfaq.rauf@transpeshawar.pk), [khalil.ahmed@transpeshawar.pk](mailto:khalil.ahmed@transpeshawar.pk)
11. To assist in assessing responsiveness and comparison of quotations for 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 its 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 issued by TransPeshawar within the period of bid validity. The firm will be closely in contact with TransPeshawar representative for the actual start of the activities.
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.

Yours sincerely,

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**Chief Executive Officer  
TransPeshawar**

## 1 FORM OF QUOTATION

To

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

1. We offer to execute the **Services of Helpline Operations for Peshawar Sustainable Bus Rapid Transit Corridor Project** in accordance with the Conditions of Contract accompanying this Quotation for the bid Price of \_\_\_\_\_ inclusive of all taxes (amount in words and numbers) (\_\_\_\_\_) in PKR with following breakup.
2. The contract price of the services in the below format is quoted inclusive of all applicable taxes.

S/No.	Description	Quantity (A)	Monthly Service Cost in PKR without Sales Taxes but including all other taxes (B)	Applicable Sales Tax on services in PKR (C)	Total Monthly Price in PKR (B+C) (Bid Price)
1	All services as per para 3 and Appendix 1 of this RFQ	as per Appendix-I "Required Services"			

3. We propose to complete the Services (mentioned para 3 above and in Appendix-I) and other services described in the Contract within the Delivery Time from the Date of Signing of the Contract.
4. 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.
5. We hereby confirm that this Quotation complies with the Validity of the Offer, Term and Conditions of this RFQ and performance deduction penalties imposed by the Request for Quotation document and the Terms and Conditions of Services, respectively.
6. 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.

7. We are not in the ADB sanctions list.

**Authorized Signature:**

**Name and Title of Signatory:**

**Date:**

**Name of Supplier:**

**Address:**

**Phone Number:**

**Email Address:**



## 2. FORM OF CONTRACT

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

WHEREAS the Employer has requested for quotation for Services of firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project in Peshawar to be provided by the Service Provider, viz. Contract for “Services of firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project” (hereinafter called “the 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 Contract
  - b) Letter of Acceptance
  - c) Form of Quotation;
  - d) Terms and Conditions of Services
  - e) Request for Quotation
  - f) Required Services (Appendix-I)
2. Taking into account payments to be made by the Employer to the Service Provider hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Employer 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 Employer 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:** Services of firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project

**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 subject to the following conditions: -
  - a. Monthly price will be increased with increase in minimum wage rate from the date of increase as notified by government of KP. In case of increase of 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. **Delivery of Services:** The delivery of the whole of the Services should be for one-year duration from the actual start of the services confirmed by TransPeshawar. The contract duration may be extended by TransPeshawar for another one year based on performance evaluated by TransPeshawar.
3. **Insurance:** The Service provider is responsible for the necessary insurances to cover their liabilities under the Contract.
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. **Payment:** The lump sum payment (monthly) as quoted by the service provider will be paid on monthly basis upon submission of the invoice to TransPeshawar within seven (07) working days after completion of calendar month subject to performance deduction penalties/ liquidated damages, if any.

8. Performance Deduction Penalties:

Performance of the service provider will be assessed from time to time and failure to perform will result in penalties in accordance with the following table.

S.No	Description of Violation	Performance Deduction Penalty
1	Absence of call agent	Deduction will be on pro-rata basis of the daily wage of the call agent. Penalty per day = Monthly price / (12 * 30) Penalty per hour = Monthly price / (12 * 30 * 8)
2	Misbehaviour of call agent	PKR 200/- per incident
3	Laziness of call agent during duty	PKR 100/- per incident
4	Leakage of Employer's informations	PKR 500/- per incident
5	Non-attending calls	PKR 300/- per incident
6	Call agents lacking the required training and skills	PKR 500/- per incident
7	Any other violation of scope of services	PKR 200/- per incident

Liquidated Damages shall be deducted as per rate described in above. The total amount of liquidated damages shall not exceed Ten (10) % of the monthly contract price in each month invoice. TransPeshawar shall be the sole decision maker for description of violation and imposing penalties. The Liquidated damages / penalties shall be imposed based on video, documentary proof etc.

9. Performance Security: The Performance Security to the amount of Ten percent (10%) of the annual Contract Price (Monthly Contract Price\*12), from a Scheduled Bank of Pakistan in form of bank guarantee on 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 Letter of Acceptance, Service Provider shall provide Performance Security to the Employer. The Performance Security shall be valid until Twenty-Eight (28) days after completion of one-year contract or as may be extended from time to time. Extension of performance security shall be subject to extension of contract.

10. 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.

11. Service Requirements:

Appendix-I provides complete scope of services to be performed by the Service Provider.

12. 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 Employer. The Employer may also forfeit the Performance Security with the termination of Agreement/ Contract. The Employer may also terminate the contract if performance deduction penalty amounts to 10% of the monthly price for few consecutive months as determined by the Employer.

**NAME OF SERVICE PROVIDER:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Appendix-I

### Required Services

#### “Services of Firm for Helpline Operations of Peshawar Sustainable Bus Rapid Transit Corridor Project”

##### 1. Background

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 kilometers. Because of integration of Direct Routes into main BRT corridor, the system is known as 3<sup>rd</sup> Generation BRT System. The BRT system will have 220 buses which 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, and Bus Industry Restructuring Program (BIRP) through TransPeshawar. TransPeshawar is public owned company established under Section 42 of the Companies Act 2017.

Upon completion of the Civil Works, the infrastructure will be handed over by PDA to TransPeshawar for operation of the System. TransPeshawar has planned to setup a Helpline with the following objectives: -

- ❖ Provide information to citizens regarding main corridor operation, direct routes operations, Bike sharing system, Mobile application etc.;
- ❖ Register complaints and suggestions;
- ❖ Capture passenger’s feedback on quality of service;
- ❖ Ensure high quality service through Electronic Complaint Routing System.

TransPeshawar is interested to hire a service provider, which is the objective of this procurement, to provide skilled human resource to facilitate TransPeshawar in providing customer services through helpline operations.

##### 2. Services to be provided by TransPeshawar for Helpline Operations:

TransPeshawar shall: -

- i. Provide complete call center solution along with workstations/ computer, access to complaint management software and Telephone sets. Call agents will be positioned in control center of TransPeshawar.
- ii. Provide Universal Access Number (UAN) and bear its operational charges.
- iii. Provide manual and basic training to call agents regarding information of BRT operations which includes main corridor operation, direct routes operations, Bike sharing system, Mobile application etc.
- iv. Provide training regarding complaint management software.

### 3. Objective of Helpline Agent Service Provider:

Objective of this assignment is that service provider shall: -

- a) Supervise all the activity;
- b) Provide skilled and trained human resource (call agents) capable of handling passenger complaints;
- c) Provide information to callers regarding operations; and
- d) Ensure that calls are received and complaints/ suggestions are registered in the system.

The detail scope of services is listed and summarized below: -

### 4. Detail Scope of Required Services:

Service Provider shall undertake the following activities:

- a) Hiring and supervision of skilled and trained staff with minimum qualification of 12-year education to respond to the call received from the UAN number, collect customer information, and register complaints/ suggestions in complaint management software. Employer reserves the right to ask qualification / degree of the staff deployed on this activity. Each call agent shall not work more than 48 hours a week estimated on monthly basis. Payment of call agents will be linked with the Biometric attendance system of TransPeshawar.
- b) Operate Helpline operations from 06:00 am to 10:00 pm for seven days a week in two shifts.
- c) Minimum of four (04) call agents required in each shift. The service provider is required to engage at least twelve (12) call agents to provide service for sixteen (16) hours a day and seven (07) days a week. If the staff under this category is required to increase or decrease beyond four numbers per shift, the contract price will be adjusted on pro rata basis i.e., monthly price / 12 (inclusive of all taxes) as per the requirements of TransPeshawar. TransPeshawar envision to start helpline operations with one (01) call agent and increase to twelve (12) numbers in full operations. Schedule for twelve (12) agents are as under: -

Call Agents	Shift-1							Shift-2						
	Mon.	Tue.	Wed.	Thu.	Frid.	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Frid.	Sat.	Sun.
1	✓	✓	✓	✓	✓									
2	✓	✓	✓	✓	✓									
3	✓	✓	✓	✓	✓									
4	✓	✓	✓	✓	✓									
5						✓	✓	✓	✓	✓				
6						✓	✓	✓	✓	✓				
7						✓	✓	✓	✓	✓				
8						✓	✓	✓	✓	✓				
9											✓	✓	✓	✓
10											✓	✓	✓	✓
11											✓	✓	✓	✓
12											✓	✓	✓	✓

- d) Half of the call agent shall be males and half shall be females in each shift and shall be employed in accordance with the applicable laws of the country. The Service Provider shall follow labor laws of the country regarding social security, insurances, minimum wage, working hours etc. as mentioned in the relevant laws in the Islamic Republic of Pakistan.
- e) The calling agent should be trained and intelligent enough to grade the urgency of the call (urgent help, intermediate help, further investigation, counselling and mediation) and handle irritated passengers. Call agents must have training and experience of dealing with public/ complaints.
- f) Must be fully trained and adept with the culture and geography of Peshawar.
- g) Call agents shall not misbehave with passengers/ callers and/or staff of TransPeshawar. In case of complaints against call agents, service provider shall replace the call agent immediately.
- h) Call agent should have computer literacy with sufficient English writing speed. Call agents must be fluent in speaking in Urdu, English and Pashto.
- i) Call agent shall follow rules and regulations of TransPeshawar while staying in TransPeshawar premises.