



TRANS PESHAWAR
The Urban Mobility Company

Request for Quotation (RFQ)

For Supply of Ticketing Office Chairs for Peshawar BRT Bus Stations

Project Title	Sustainable Bus Rapid Transit Corridor Project Peshawar
Source of Funding	Asian Development Bank
Procurement Title	Supply of Ticketing Office Chairs for Peshawar BRT Bus Stations
Tender Ref. No.	TPC/OPS/RFQ/G/2020/004/RB
Bid Security	<p>Bid Security of PKR 25,000 shall be submitted in shape of Demand Draft/ CDR/PO from a scheduled bank of Pakistan in the name of The Chief Executive Officer, TransPeshawar (The Urban Mobility Company).</p> <p>Bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids.</p> <p>Any bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.</p> <p>The 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.</p> <p>The bid security of successful bidder shall be returned once the successful bidder has signed the contract and furnished the required performance security.</p>
Performance Security	<p>The Supplier shall be required to provide performance security to the amount of Ten (10%) percent of the Contract Price from a scheduled bank of Pakistan in form of bank guarantee or Call Deposit Receipt (CDR) or Demand Draft, within seven (07) working 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. After delivery and acceptance of the Goods, the performance security shall be reduced to 2% percent of the Contract Price to cover the Supplier's warranty obligations. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>
Date of this Request	7 th June, 2020
Deadline for Submission of Quotations	02:00 PM (PST), June 22 , 2020 (Monday)
Opening of Quotation	02:15 PM (PST), June 22, 2020 (Monday)

SHOPPING FOR GOODS
REQUEST FOR QUOTATION (RFQG)

To:

Sir/Madam:

1. The TransPeshawar (The Urban Mobility Company) (Purchaser) hereby requests manufacturer, or authorized dealers, or general order distributors/suppliers registered with income tax and sales tax and reflected on Active Tax payer list of FBR to submit price quotation for the **Supply of Ticketing Office Chairs for Peshawar BRT Bus Stations**. The following documents are submitted with price quotation.

- (i) **Any evidence of manufacturer, or authorized dealer, or general order distributor/supplier;**
- (ii) **Proof of registration with FBR and reflected on Active Tax Payer List (ATL);**
- (iii) **Brochures, catalogue(s) or other printed material or pertinent information (in English language) of the quoted brand.**

If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed and delivered to the following address:

Purchaser's Address : **Chief Executive Officer TransPeshawar
First Floor KPUMA Building Main BRT Depot,
Opposite NHA Complex Chamkani, Peshawar.**

4. Your quotation in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for quoted brand and documents required under Paragraph 1 above.

5. The deadline for receipt of your quotation by the Purchaser at the address indicated in Paragraph 3 is: **02:00 PM (PST), 22nd June, 2020 (Monday)**.

6. You shall submit only one set of quotation for the above item. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.

7. 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. **PRICES:** The prices shall be quoted in Pak Rupees for supply and delivery to various BRT Stations to be nominated by TransPeshawar and inclusive of all applicable taxes.

- ii. EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material omissions, 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. During evaluation, the purchaser may require a sample of brand/item proposed by the respective bidder to evaluate technical specification against the one stipulated in the RFQ. The Purchaser shall reject the quotation if specification does not confirm to the given one. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - (c) if a Supplier refuses to accept the correction, his quotation will be rejected.
- iii. AWARD OF PURCHASE ORDER. The award will be made to the substantially responsive bidder offering the lowest evaluated price. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- 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 5 of this Request for Quotation.
- v. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, your bid security shall be forfeited.
8. Further information can be obtained from:

Chief Executive Officer TransPeshawar
First Floor KPUMA Building Main BRT Depot,
Opposite NHA Complex Chamkani, Peshawar.

E-mail: fayyaz.khan@transpeshawar.pk, Ashfaq.rauf@transpeshawar.pk,
khalil.ahmed@transpeshawar.pk

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within period of bid validity.

10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.

11. 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.

12. You may confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

(Purchaser)

FORM OF QUOTATION

To:

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

We offer to execute the supply of **Ticketing Office Chairs for Peshawar BRT Bus Stations**, No. TPC/OPS/RFQ/G/2020/004/RB in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) PKR. We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Prices and Schedules for Supply

S. No.	Discription [A]	Specification or Brand of items proposed by the Supplier	Quantity [B]	Unit Price (Inclusive of all taxes) [C]	Total Price (with Taxes) [B]x[C]	Delivery Place and Duration
1.	Computer task chair CH-4 grooves W/Arms of Chairister brand or equivalent Providing and fixing Top fabric integrated with moulded foam seat and back cushion having fire retarding properties, laminated over 3D molded ply shell, vinyle backing , P. U. arms, High hydraulic gaslift with alluminium foot ring, reclining mechanism, nylon fiber base, P. U. coated castors.		80			15 Days At relevant BRT Bus Stations Peshawar

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, and delivery 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.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

Email address (optional) _____

FORM OF CONTRACT

THIS AGREEMENT number TPC/OPS/RFQ/G/2020/004/RB made on _____, ___ 2020, between Chief Executive Officer TransPeshawar (The Urban Mobility Company) (hereinafter called “the Purchaser”) on the one part and _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has requested for quotation for supply and delivery of **Ticketing Office Chairs for Peshawar BRT Bus Stations** to be supplied by Supplier, viz. Contract supply of **Ticketing Office Chairs for Peshawar BRT Bus Stations**, (hereinafter called “Contract”) and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Request for Quotation, Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
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 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 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

TERMS AND CONDITIONS OF SUPPLY

Project Name: Peshawar Sustainable Bus Rapid Transit Corridor Project
Purchaser: TransPeshawar (The Urban Mobility Company)
Procurement Title: Supply of Ticketing Office Chairs for Peshawar BRT Bus Stations
Supplier:

1. Schedules for Supply

S. No.	Description	Quantity	Delivery Place and Duration
1.	Supply of Ticketing Office Chairs for Peshawar BRT Bus Stations	80	15 Days after signing of contract. At relevant BRT Bus Stations Peshawar

2. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during performance of the contract.
3. Inspection and Delivery: The Supplier shall provide a sample of the proposed brand, if not already provided, before delivery of goods for inspection by the Purchaser. After satisfactory assessment/inspection and acceptance, the Supplier will complete the delivery as per above stated schedule after signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.
5. Performance Security: The Supplier shall be required to provide performance security to the amount of Ten (10%) percent of the Contract Price from a scheduled bank of Pakistan in form of bank guarantee or Call Deposit Receipt (CDR) or Demand Draft, within seven (07) 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. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. Performance security shall be released once supplier has fulfilled all obligations under the contract.
6. Applicable Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
7. Resolution of Disputes: 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 Act, 1940 of Pakistan.
8. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
(i) Purchase invoice/source of origin;

(ii) Manufacturer warranty certificate for rectification/replacement of defects in material/workmanship/item.

9. Payment: Before payment, the supplier shall inspect the delivered goods for meeting the quality and quantity against the prescribed specification and quantity. Any payment shall be processed after satisfactory assessment/inspection and acceptance by the Purchaser. Payment shall be made in following manner:

a) 100% payment will be made after successful delivery and acceptance of all goods by the Purchaser at given sites in accordance with the contract.

10. Warranty: The goods offered shall be covered by manufacturer's warranty for rectification/replacement of defects in material/workmanship/item for 12 months from the date of delivery to the Purchaser.

11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 7 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility _____

Address _____

12. Force Majeure: 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 freight embargoes.

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.

13. Required Technical Specifications:

The Technical Specifications are as given above in the Form of Quotation. Supplier confirms compliance with the mentioned specifications.

14. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, 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: _____